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Mary F. Parker
City Clerk



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***MAY 7, 2001
12:00 NOON***

***CLARION HOTEL ROANOKE AIRPORT
2727 FERNDAL DRIVE, N. W.***

AGENDA FOR THE COUNCIL

**The Mayor and Members of Roanoke City Council welcome all participants
in 2001 Student Government Day activities.**

Call to Order--Roll Call.

The invocation will be delivered by Christin Richardson, Roanoke Catholic High School, Student Mayor.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Smith.

**THE MEETING OF ROANOKE CITY COUNCIL WILL BE
DECLARED IN RECESS TO BE RECONVENED AT 3:15 P.M., IN
THE ROANOKE CITY COUNCIL CHAMBER, 215 CHURCH
AVENUE, S. W., ROANOKE, VIRGINIA.**



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***MAY 7, 2001
3:15 P.M.***

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend E. M. Mitchell, Pastor, Emmanuel Tabernacle Baptist Church, Moneta, Virginia.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

NOTICE:

Meetings of Roanoke City Council are televised live on RVTv Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, May 10, 2001, at 7:00 p.m., and Saturday, May 12, 2001, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE NOW PROVIDES THE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT www.roanokegov.com, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

Election to fill two vacancies on the Roanoke City School Board for terms of three years each, commencing July 1, 2001, and ending June 30, 2004. Applicants are:

Gary M. Bowman
Melvin W. Garrett
Melinda J. Payne
William E. Skeen
Ruth C. Willson

PRESENTATIONS:

Proclamation declaring Saturday, May 12, 2001, as Letter Carriers' Food Drive Day in the City of Roanoke.

Proclamation declaring the week of May 10 - 13, 2001, as National Historic Preservation Week in the City of Roanoke.

Presentation with regard to National Preservation Week. D. Kent Chrisman, Executive Director, History Museum and Historical Society of Western Virginia, Spokesperson.

PUBLIC HEARINGS:

Public hearing to receive comments with regard to a proposal of the City of Roanoke to provide office space, equipment rooms, storage space, locker and training rooms, coaches' and trainers' offices and 50 parking spaces to Arena Ventures, LLC, in connection with a license agreement between the City of Roanoke and Arena Ventures, LLC, involving the use of the Roanoke Civic Center Coliseum, for a period of five years, with up to a five year renewal, upon mutual agreement of the parties. Darlene L. Burcham, City Manager.

2.

CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 Minutes of the regular meetings of Roanoke City Council held on Monday, October 2, 2000; and Monday, April 16, 2001, which meeting was reconvened on Thursday, April 19, 2001, for Roanoke City School Board interviews.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concur in request to convene in Closed Meeting.

- C-3 A communication from Samuel G. Oakey, III, tendering his resignation as a member of the Special Events Committee.

RECOMMENDED ACTION: Receive and file communication and accept the resignation.

- C-4 A communication from the City Manager recommending that a public hearing be advertised, in connection with granting a revocable license to Burton Electric Signs, on behalf of First Citizen Bank, 110 Church Avenue, S. W., to allow installation of a sign encroaching approximately 18 inches into the right-of-way of Church Avenue.

RECOMMENDED ACTION: Concur in recommendation.

C-5 Qualification of the following persons:

James P. Armstrong as a member of the Roanoke Neighborhood Partnership Steering Committee to fill the unexpired term of Mark E. Petersen, ending November 30, 2001;

William White, Sr., to fill the unexpired term of James D. Ritchie, resigned, ending April 8, 2003; C. Clark Jones for a term ending September 18, 2003; and Raymond D. Smoot, Jr., for a term ending February 24, 2005, as Commissioners of the Hotel Roanoke Conference Center Commission; and

Bob R. Caudle as a member of the Roanoke Neighborhood Partnership Steering Committee for a term ending November 30, 2003.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

3. HEARING OF CITIZENS UPON PUBLIC MATTERS: NONE.

4. PETITIONS AND COMMUNICATIONS: NONE.

5. REPORTS OF OFFICERS:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. A communication recommending adoption of a policy with regard to the sale of land in City-owned watersheds.
2. A communication recommending acceptance of bids submitted by Magic City Motor Corporation for furnishing and delivering utility vehicles and pickup trucks, in the amount of \$109,081.00; and appropriation of funds in connection therewith.
3. A communication recommending execution of Change Order No. 1 to the contract with Allegheny Construction Co., Inc., for the grading of Tract D at the Roanoke Centre for Industry and Technology, in the amount of \$868,500.00; and transfer of funds in connection therewith.
4. A communication recommending issuance of Change Order No. 11 to the contract with Thor, Inc., to provide for a change of the communication/data network system for the New Police Building Project, in the amount of \$30,081.00 and 12 additional calendar days of contract time.
5. A communication recommending execution of an agreement with the U. S. Army Corps of Engineers to provide Phase III Water Resources Planning - Digital Mapping products and services to the City, in the amount of \$118,000.00; and appropriation of funds in connection therewith.
6. A communication recommending execution of a contract with Stearns and Wheler, LLC, for provision of engineering services in connection with evaluation and recommendations for interim improvements to the City's Regional Water Pollution Control Plant, in the amount of \$342,681.00.
7. A communication with regard to opposing adoption of the proposed new National Fire Protection Association 1710 and 1720 standards.

b. CITY ATTORNEY:

1. A report transmitting an ordinance authorizing amendments to certain sections of the Code of the City of Roanoke (1979), as amended, in connection with merging the Roanoke Arts Commission with the Cultural Services Committee, effective July 1, 2001.

c. DIRECTOR OF FINANCE:

1. Financial report for the month of March 2001.

6. REPORTS OF COMMITTEES:

- a. A communication from Council Member W. Alvin Hudson, Jr., City Council's representative to the Roanoke Valley Cable Television Committee, transmitting the Roanoke Valley Cable Television Annual Budget for Fiscal Year 2001-02, totaling \$269,616.00, with the City's contribution totaling \$148,289.00.
- b. A report of the Bid Committee recommending award of a contract to U. S. Filter Wastewater Group, Inc., to provide pilot testing and detailed shop drawings for the proposed membrane filtration system at the Crystal Spring Water Treatment Plant, in the amount of \$320,063.40; appropriation of funds in connection therewith; and a statement of concurrence by the City Manager in the recommendation. Council Member W. Alvin Hudson, Jr., Chair.
- c. A report of the Bid Committee recommending award of a contract to Harris Office Furniture Co., Inc., for purchase and installation of furniture and equipment for the New Police Building located at 348 West Campbell Avenue, in the amount of \$229,786.00; and a statement of concurrence by the City Manager in the recommendation. Council Member W. Alvin Hudson, Jr., Chair.

- d. A report of the Bid Committee recommending award of a contract to Corfu Contractors, Inc., to paint the exterior and interior of the 1,000,000 gallon Parkway standpipe potable water tank (between Falling Creek Treatment Plant and the Town of Vinton), in the amount of \$147,500.00 and 60 consecutive calendar days of contract time; transfer of funds in connection therewith; and a statement of concurrence by the City Manager in the recommendation. W. Alvin Hudson, Jr., Chair.
- e. A report of the Bid Committee recommending award of a contract to H. & S. Construction Co. for improvements and signalization at Hollins Road/Liberty Road, in the amount of \$89,681.06 and 100 consecutive calendar days of contract time; transfer of funds in connection therewith; and a statement of concurrence by the City Manager in the recommendation. W. Alvin Hudson, Jr., Chair.

7. UNFINISHED BUSINESS: NONE.

8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A Resolution authorizing the City Manager to submit an approved Annual Update to the Consolidated Plan for FY 2001-2002 to the United States Department of Housing and Urban Development (HUD) for final review and approval, and authorizing execution of the appropriate documents for the acceptance of such funding.
- b. An Ordinance changing the rate structure and establishing a revised rate schedule for septic tank disposal fees and for certain water rates and related charges for services provided by the City effective August 1, 2001; and directing amendment of the Fee Compendium.
- c.(1) A Resolution amending the City's Fee Compendium to provide for new and revised application, permit, inspection and plan review fees in order to update current fees and promote uniformity with fees charged by the City and surrounding localities.

- (2) An Ordinance amending and reordaining Section 20-33.1, Same-Requirements; obtaining license plate, tag or decal a condition precedent to discharge of violation, of the Code of the City of Roanoke (1979), as amended, the amended section to provide for the increase of certain penalties for unlawful parking within the City of Roanoke; and providing for an emergency and for an effective date.
- (3) An Ordinance amending and reordaining Section 20-89, Penalties for unlawful parking, of the Code of the City of Roanoke (1979), as amended, the amended section to provide for the increase of certain penalties for unlawful parking within the City of Roanoke; and providing for an emergency and for an effective date.
- d. An Ordinance amending and reordaining Section 32-190, Levied; amount, Code of the City of Roanoke (1979), as amended, to provide for an increase in the cigarette tax rate from \$.0085 per cigarette to \$.0135 per cigarette; providing for an effective date of July 1, 2001, and dispensing with the second reading of this ordinance.
- e. An Ordinance amending and reordaining Section 32-240, Levied; rate, Code of the City of Roanoke (1979), as amended, to establish a new transient occupancy tax rate; and providing for an effective date; and providing for an emergency.
- f. A Resolution electing to provide the Enhanced Health Insurance Credit Program as provided in Section 2.1-20.1:7(b), Code of Virginia (1950), as amended, for eligible current and future sheriffs and employees of such sheriffs, when retired, as provided in Article 5, Chapter 1 of Title 51.1, Code of Virginia.
- g. An Ordinance amending Section 22.1-5.1, Retirement supplement, of Chapter 22.1, Pensions and Retirement, of the Code of the City of Roanoke (1979), as amended; providing for an effective date; and providing for an emergency.

- h. An Ordinance providing for certain supplemental benefits under the City of Roanoke Pension Plan to certain members of such Plan and certain of their surviving spouses; providing for an effective date; and providing for an emergency.
- i. A Resolution relating to payment of a matching contribution of not less than \$5.00 nor more than \$25.00 to the International City Management Association Retirement Corporation Deferred Compensation Plan on behalf of any non-temporary employee of the City who makes a contribution of an equal amount on his or her own behalf to such Plan; and repealing Resolution No. 34797-050900, adopted May 9, 2000.

A certificate of the Director of Finance advising that funds required for the 2001-2002 General Fund, Water Fund, Sewage Treatment Fund, Civic Center Fund, Transportation Fund, Capital Projects Fund, Department of Technology Fund, Materials Control Fund, Management Services Fund, Fleet Management Fund, Risk Management Fund, School Fund, School Food Service Fund and Grant Fund budgets will be available for appropriation.

- j. An Ordinance adopting the annual General Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- k. An Ordinance adopting the annual Water Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- l. An Ordinance adopting the annual Sewage Treatment Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- m. An Ordinance adopting the annual Civic Center Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

- n. An Ordinance adopting the annual Transportation Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- o. An Ordinance adopting the annual Capital Projects Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- p. An Ordinance adopting the annual Department of Technology Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- q. An Ordinance adopting the annual Materials Control Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- r. An Ordinance adopting the annual Management Services Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- s. An Ordinance adopting the annual Fleet Management Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- t. An Ordinance adopting the annual Risk Management Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- u. An Ordinance adopting the annual School Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

- v. An Ordinance adopting the annual School Food Service Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- w. An Ordinance adopting a portion of the annual Grant Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.
- x. An Ordinance to adopt and establish a Pay Plan for officers and employees of the City, effective July 1, 2001; providing for certain salary adjustments and merit increases; authorizing annual salary increments for certain officers and employees for use of private motor vehicles; authorizing annual salary increments for sworn police officers assigned to the Criminal Investigation Division; authorizing annual salary increments for certain members of the Fire-Emergency Medical Services Department who are certified as Emergency Medical Technicians; authorizing annual salary increments for certain members of the Fire-Emergency Medical Services Department who are members of the Regional Hazardous Materials Response Team; providing for continuation of a police career enhancement program; providing for continuation of a Firefighter/Emergency Medical Technician merit pay program; providing for payment of a monthly stipend to certain board and commission members; repealing Ordinance No. 34794-050900, adopted May 9, 2000, to the extent of any inconsistency; and providing for an emergency and effective date.
- y. An Ordinance authorizing and approving the establishment of a new position entitled Assistant Deputy Clerk in the Office of the City Clerk; and providing for an effective date and providing for an emergency.

9. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED, WITHOUT OBJECTION, IMMEDIATELY, FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

CERTIFICATION OF CLOSED SESSION.

THE MEETING OF ROANOKE CITY COUNCIL WILL BE DECLARED IN RECESS TO BE RECONVENED ON THURSDAY, MAY 10, 2001, AT 12:00 NOON, FOR THE SECOND LEADERSHIP SUMMIT AT THE BOXTREE LODGE WHICH IS LOCATED OFF OF HARDY ROAD ON HAMMOND DRIVE.

May 7, 2001

Honorable Ralph K. Smith, Mayor

Honorable William H. Carder, Vice Mayor

Honorable William D. Bestpitch, Council Member

Honorable C. Nelson Harris, Council Member

Honorable W. Alvin Hudson, Jr., Council Member

Honorable William White, Sr., Council Member

Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject: Arena Ventures, LLC License Agreement
 Regarding The Roanoke Civic Center

Background:

Arena Ventures, LLC was formed as a joint venture between the National Basketball Association (NBA) and SFX Concerts, Inc. (SFX) for the purpose of creating the National Development Basketball League (NBDL) and to provide enhanced entertainment opportunities for arenas with which it contracts.

The concept was first introduced in May 2000 and officials from Arena Ventures, LLC visited Roanoke on October 10, 2000. The City of Roanoke began negotiations for an NBDL franchise on November 15, 2000. Negotiations have concluded which provide Roanoke with the opportunity to be one of eight initial franchises in the new league. Details of the agreement are provided in the attached "Summary of Proposed License Agreement Between the City of Roanoke and Arena Ventures, LLC" as Attachment A. A copy of the proposed License Agreement is also attached as Attachment B. The License Agreement does contain a mutual indemnity provision by the parties and for the parties to supply a performance security to each other.

Budgetary Impact:

Capital improvements in the amount of \$3 million to the Civic Center Coliseum are required in order to meet the requirements of the proposed license agreement. Projected annual revenues are \$921,832, while projected annual expenses are \$593,334, producing an estimated net annual income of \$328,498. Annual net income of this level will be sufficient to repay the indebtedness proposed to be issued to support these capital improvements

DRAFT ARENA LICENSE AGREEMENT

4/20/2001

This ARENA LICENSE AGREEMENT ("Agreement") is dated this 18th day of May, 2001 between the City of Roanoke, Virginia, a Virginia municipal corporation ("Licensor" or "City" or "City of Roanoke"), and Arena Ventures, LLC, a Delaware limited liability company ("Licensee").

RECITALS

A. Licensor is the owner of the Roanoke Civic Center and the appurtenances thereto, which are located at 710 Williamson Road, N.E. in Roanoke, Virginia, including a coliseum, exhibit hall, auditorium and parking areas (the "Civic Center"). The Civic Center's coliseum, which is suitable for playing basketball games and is defined as and is referred to hereafter as the "Arena". All other areas of the Civic Center, including the exhibit hall and auditorium are not covered by the term "Arena."

B. Licensee has been formed by NBDL Enterprises, LLC, a Delaware limited liability corporation ("NBDL"), which owns a professional basketball league known as the National Basketball Development League or NBDL (the "League"), and SFX Concerts, Inc., a Delaware corporation ("SFX"), which together with its affiliates promotes and produces various entertainment events, for the purpose of presenting League Games and SFX Events at arenas.

C. Licensor wishes to grant to Licensee certain rights to use the Arena, and Licensee wishes to use the Arena, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

SECTION 1.

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Applicable Taxes" means with respect to any revenues, all applicable taxes (including admissions taxes), assessments or fees required by law to be collected in connection with such revenues, excluding any income taxes.

"Arena" has the meaning set forth in the Recitals above.

"Catering" means food and beverage service in luxury suites, restaurants, banquet rooms and public and private clubs as it relates to League Games or SFX Events.

"Concessions" has the meaning set forth in Section 8.1.

"CPI Adjustment" means, with the percentage increase in the Consumer Price Index, All Urban Consumers, All Items, for the South Region, Size Class B/C, as published by the United States Department of Labor, from the first day of the initial term of this Agreement as compared to the last day of the initial term of this Agreement (i.e., May 31, 2006).

"Direct Event Expenses" shall include, but is not limited to, the following items and personnel: stagehands, operators for house lights and house sound, spotlight operators, forklift operators, stage and back of house security personnel, backstage and event catering, equipment and other items that may be requested or required for a League Game or SFX Event.

"Exclusive Common Areas" means the following with respect to League Game and SFX Event days in the Arena:

- (a) seating bowl, consisting of a basketball playing floor or event staging area, and adjacent seating area containing maximum seating for approximately 9,500 persons for basketball games, and related media and broadcasting facilities;
- (b) scoreboard system, scoreboard control room, public address system, telescreen and other electronic and computer systems (including all necessary conduits, receptacles and ductwork necessary for the operation thereof);
- (c) media room;
- (d) Merchandise Areas;
- (e) visiting basketball team locker room;
- (f) referees' locker room; and
- (g) Arena dressing rooms

"Facility Surcharge Fee" means the fee added by Licensor on tickets sold for SFX Events and League Games in accordance with Section 8.4.

"Fixed Advertising" means permanent signage/advertising located or to be located in or outside the Arena and the Exclusive and Non-Exclusive Common Areas visible during all events at the Arena, other than signage/advertising provided pursuant to an Arena naming rights arrangement.

"League" has the meaning set forth in the Recitals.

"League Game Date" means a date on which a League Game is scheduled to be played.

"League Game" means a game (including pre-season, regular season and post- season) played by the Team at the Arena.

"League Standards" means the current standards and guidelines governing the facility and equipment requirements of the League and its teams, which are attached hereto as Exhibit A and as such League Standards are reasonably amended by NBDL from time to time (it being understood that Licensor shall be obligated to comply with such League Standards except with respect to those League Standards as Licensee has agreed to modify or waive in writing pursuant to letter dated April 30, 2001). Any such amendments to League Standards shall be subject to Licensor's approval (such approval not to be unreasonably withheld or delayed).

"Licensee Areas" means the following with respect to the Arena:

- (a) office space consisting of a minimum of 4,000 square feet at a location to be determined by Licensor as reasonably acceptable to Licensee. Licensee acknowledges that such location may be located off the Civic Center premises until appropriate office space is constructed on such premises. However, the design and construction of office space on Civic Center premises shall be at the sole discretion of Licensor, subject to Licensee's reasonable acceptance of such office space. The office space to be provided to Licensee under this Agreement shall be made available at the expense of Licensor;
- (b) equipment rooms and storage space suitable for the storage of Team and SFX equipment and supplies, not to exceed 500 square feet, at a location in the Arena to be determined by Licensor as reasonably acceptable to Licensee, at all times during the Term;
- (c) home basketball team locker room and training room and coaches' and trainers' offices for the Team; and
- (d) 50 parking spaces in the Arena parking area closest to Licensee's offices, with exact spaces to be determined by Licensor and reasonably acceptable to Licensee.

"Licensor Services" has the meaning set forth in Section 5.

"Merchandise" has the meaning set forth in Section 8.2.

"Merchandise Areas" means all areas in the Arena where merchandise may be sold.

"Net Fixed Advertising Revenues" means total revenues received from the sale of Fixed Advertising, less Licensee's commissions, Applicable Taxes, and out-of-pocket costs incurred in connection with (i) replacing and maintaining (other than routine maintenance) Fixed Advertising and (ii) designing and constructing new Fixed Advertising panels or other installations.

“Net Food and Beverage Revenues” means (i) 46% of total revenues from sales of Concessions at League Games and SFX Events after Applicable Taxes, and (ii) 20% of total revenues from Catering at League Games and SFX Events after Applicable Taxes; it being understood that the percentages for the costs (including cost of goods sold and labor) incurred in connection with the sales of Concessions and for Catering at League Games and SFX Events as set forth above (i.e., 54% and 80%, respectively,) are subject to an annual reconciliation pursuant to the terms of Section 8.1 herein.

“Non-Exclusive Common Areas” means the following with respect to the League Games and SFX Event days in the Arena:

- (a) outdoor plaza, entryways, stairs, elevators, escalators (if any), concourses, lobbies, exits, sidewalks and passageways;
- (b) parking areas adjacent to the Arena; and
- (c) lounges, dining areas, banquet rooms, meeting rooms, and hospitality areas.

"Other League Events" has the meaning set forth in Section 4.3.

"SFX Event" means an event (i) produced solely by SFX or its wholly owned subsidiary or (ii) co-produced with any other entity so long as (A) the event is part of a national or regional tour and (B) SFX has at least a 50% interest in such national or regional tour. SFX Events held at any location other than the Arena are not a part of, nor are they covered by this Agreement. In addition, for purposes of this Agreement, the following events shall not constitute a SFX Event unless otherwise mutually agreed to in writing by Licensor and Licensee: Feld's Ringling Bros. and Barnum & Bailey Circus and Feld's Disney on Ice.

"SFX Event Day" means a day on which an SFX Event is conducted at the Arena. If two or more performances of the same SFX Event take place on the same day, such day shall constitute only one SFX Event Day.

"Team" means the League team owned by NBDL and designated by NBDL to play substantially all its home games in the Arena.

"Temporary Advertising" means all forms of advertising appearing (and/or to be displayed) during League Games and/or SFX Events in the Arena and the Exclusive Common Areas or, in the Non-Exclusive Common Areas and outside the Arena subject to Licensor's approval (which approval shall not be unreasonably withheld or delayed), in each case other than Fixed Advertising. Such Temporary Advertising shall include, without limitation, advertising appearing on telescreens, scoreboards, public address systems, programs, tickets, musical equipment, banners, posters, stages, the playing floor, the

basketball stanchions, the backboard spine, the backboard base, the scorer's, press or other tables surrounding the playing floor, on any moving or movable items, such as courtside rotational signage, on any courtside items, such as cups, coolers and towels, or on any other equipment pertaining only to League Games or SFX Events.

"Term" has the meaning set forth in Section 2.

"Ticket Revenues" means the total amount of revenues received from the sale of tickets to League Games and SFX Events after Applicable Taxes, excluding the Facility Surcharge Fees.

SECTION 2.

TERM

The initial term of this Agreement shall commence as of June 1, 2001 and end on May 31, 2006, unless extended or sooner terminated as provided in this Agreement or by law. The initial term of this Agreement may be extended for up to an additional five-year term, upon the mutual agreement of both parties. The party wishing to extend the initial term shall notify the other party of its desire to extend the initial term by delivering to the other party a written notice of such desire, no sooner than 360 days, but no later than 150 days prior to the expiration of the initial term. The party receiving the request shall, within 60 days after receipt of the request, notify the requesting party in writing if it consents to the extension. If the party receiving the request fails to respond, the request will be deemed rejected and there will be no extension. If the parties mutually agree to an extension as provided for above, the term of this Agreement shall be extended for an additional five year term, upon the same terms and conditions as set forth herein including the increase referred to in Sections 4.4 and 5.3. The initial term and any extended term as provided in this Agreement, are collectively referred to as the "Term."

SECTION 3.

USE OF ARENA BY LICENSEE AND LICENSOR

3.1 Licensee's Use.

(a) Exclusive and Non-Exclusive Common Area Use for League Games and Practices. On each League Game Date, from three hours prior to the commencement of the League Game until three hours after the completion of the League Game, Licensee, NBDL and their respective personnel, guests and invitees (including holders of tickets of admission to the Arena, holders of press and media credentials and visiting team personnel) shall have the exclusive possession and use of the Exclusive Common Areas and non-exclusive use of the Non-Exclusive Common Areas for the purpose of playing the League Game,

and the exhibition thereof, live and by radio, television or any other medium. During all periods for which a Team practice or an Other League Event has been scheduled in the Arena in accordance with Section 4, Licensee, NBDL and their respective personnel, guests and invitees shall have the exclusive possession and use of those components of the Exclusive Common Areas and non-exclusive use of those components of the Non-Exclusive Common Areas that are reasonably necessary for the conduct of such practice or event.

(b) Exclusive and Non-Exclusive Common Area Use for SFX Events and Rehearsals. On each SFX Event Day, from 6:00 a.m. on such SFX Event Day until a reasonable period of time after the completion of the SFX Event (it being understood that Licensor will make the Exclusive and Non-Exclusive Common Areas available to Licensee until at least 2:00 a.m. on the day following such SFX Event Day and that Licensee shall in any event have a sufficient period of time to, using commercially reasonable efforts, pack and move stage equipment relating to the SFX Event), Licensee, SFX and their respective personnel, guests and invitees (including holders of tickets of admission to the Arena, holders of press and media credentials and performers and their personnel) shall have the exclusive possession and use of the Exclusive Common Areas and non-exclusive use of the Non-Exclusive Common Areas for the purpose of presenting the SFX Event, and the exhibition thereof, live and by radio, television or any other medium. During all periods for which a rehearsal has been scheduled in the Arena in accordance with Section 4, Licensee, SFX, the performers and their respective personnel shall have the exclusive possession and use of those components of the Exclusive Common Arenas and non-exclusive use of those components of the Non-Exclusive Common Areas that are reasonably necessary for the conduct of such rehearsal.

(c) Licensee Areas. At all times during the Term, Licensee shall have the exclusive use and possession of the Licensee Areas except as otherwise noted in this Agreement, together with nonexclusive rights of ingress and egress to the Licensee Areas. Licensee acknowledges that the NBDL Team locker room and training room and coaches' and trainer's offices for the Team are not available for exclusive use until Licensor constructs such exclusive space on Civic Center premises for use by Licensee. Licensor shall use commercially reasonable efforts to complete such construction before November 1, 2001 but in no event later than September 30, 2002. Licensor shall, at its sole cost and expense, be responsible at all times during the Term for providing an appropriate location to store and secure NBDL Team property at all times when a party other than the Team is using the NBDL Team locker room and training room and coaches' and trainers' offices during the Term. Provided Licensee is given reasonable prior notice of the need for another party to use the NBDL Team locker room and training room and coaches' and trainers' offices, Licensee shall be responsible for moving NBDL Team property to the storage location to be provided by Licensor. Licensee shall pay for all telephone, telecommunications, and cable services and furnishings in the office space included in the Licensee Areas either on or off Civic Center premises. At all times during the Term and to the extent reasonably available, Licensor shall provide Licensee with use and possession of such other space (e.g., VIP lounge, media room and meeting space) in the Arena as requested by Licensee.

(d) No License Fee. Licensee shall not be required to make any payment for its use of the Arena except as provided for in this Agreement.

3.2 Event Guarantees. During each twelve month period during the Term commencing October 1, 2001 and ending September 30, 2005, Licensee shall cause (a) at least twenty-six (26) League Games to be played and (b) at least twenty-eight (28) SFX Event Days to occur at the Arena. For the period commencing October 1, 2005 and ending May 31, 2006, Licensee shall cause (i) at least twenty-six (26) League Games to be played and (ii) at least fourteen (14) SFX Event Days to occur at the Arena.

3.3 Manner of Licensee's Use. At all times during the Term, Licensee shall use the Arena in accordance with all applicable laws, ordinances and regulations.

3.4 Proceeds from Licensee Activities. Licensee's right to use of the Exclusive Common Areas and Licensee Areas shall include the right to any and all proceeds from the conduct of any of the activities permitted to be conducted by Licensee, except to the extent Licensor is entitled to any such proceeds pursuant to this Agreement.

3.5 Grant of License. This Agreement is intended and shall be construed as a grant of a license by Licensor to Licensee and shall not operate to vest in Licensee any ownership interest in the Arena or the property of Licensor, whether real or personal, tangible or intangible.

3.6 Surrender. At the time this Agreement terminates, whether by expiration of the Term or by early termination, Licensee shall vacate the Arena and any other Licensor property and remove its property from the Arena and any other Licensor property no later than thirty (30) days following such termination.

3.7 Licensor Use.

(a) Except for the Licensee Areas and subject to Licensee's exclusive use and possession of the Exclusive Common Areas and non-exclusive use of the Non-Exclusive Common Areas as provided in Section 3.1, Licensor reserves the right to use the Arena for itself and for the use of others, provided that such use does not unreasonably interfere or conflict with the rights of use and occupancy granted to Licensee hereunder.

(b) The parties agree that Licensor reserves and has the right to use all Non-Exclusive Common Areas as well as all other Civic Center facilities other than the Arena and Exclusive Common Areas for itself and others without limitation, provided that such use does not unreasonably interfere or conflict with other provisions of this Agreement or the rights of use and occupancy granted to Licensee hereunder.

(c) Licensee's exclusive use and possession of the Exclusive Common Areas and Licensee Areas as provided in Section 3.1 shall be subject to the common use and occupancy thereof by employees, agents and contractors of Licensor for the purpose of enabling Licensor to perform Licensor Services or maintain those areas or for emergency purposes, provided that in performing such services and other obligations Licensor does not unreasonably interfere with the rights of use and occupancy granted to Licensee under this Agreement.

(d) Licensor and its agents and representatives shall have the right at any time to enter into and upon any and all parts of the Arena, including the Licensee Areas, for any legitimate reason related to the obligations of the parties to this Agreement, or to fulfilling Licensor's obligations as operator and manager of the Civic Center, or for safety or health reasons; provided, however, that with respect to the Licensee Areas, Licensor must provide Licensee with prior notice except in the event of an emergency threatening health or safety.

3.8 Capital Improvements. Licensor shall make, at its own cost, all capital improvements necessary to conform and maintain the Arena to League Standards, provided, that such obligations shall not in any event exceed the \$3,000,000 to be appropriated by the City Council for such purposes. Licensor may undertake any capital improvements deemed appropriate by the Licensor, provided that any such improvement would not unreasonably conflict with the rights of use and occupancy granted to Licensee hereunder and provided, further that Licensor shall use its best efforts to minimize the interference with Licensee's use of the Arena. Licensor shall cause all Exclusive Common Areas and Licensee Areas to comply with applicable League Standards. Licensee has provided Licensor with the current League Standards and will provide Licensor with any amendments or supplements to the League Standards as adopted from time to time and as such amendments or supplements are approved by Licensor (which approval shall not be unreasonably withheld or delayed).

SECTION 4.

SCHEDULING

4.1 Procedure.

(a) Prior to each February 1 during the Term, Licensor shall submit to Licensee a list of 50 dates reasonably spaced throughout the duration of the upcoming League season that are available for Licensee to reserve for League Game Dates ("Arena List of Available Dates"). The Arena List of Available Dates shall include fifty percent (50%) of the Friday and Saturday dates not then reserved by Licensor for other events reasonably spaced throughout the duration of such League season; provided, that with respect to the first two League seasons covered by the Term such number shall in no event be fewer than twelve (12) Friday and/or Saturday dates during such League season and with respect to all other League seasons covered by the Term such number shall in no event be fewer than the greater of (i) eighteen

(18) Friday and/or Saturday dates during such League season or (ii) the number of Friday and Saturday dates that Licensor makes available to the professional hockey team that plays its home games in the Arena. Notwithstanding the preceding sentence, with respect to any League season during which no professional hockey team is playing home games at the Arena, the Arena List of Available Dates for such League season(s) shall include at least twenty-five (25) Friday and/or Saturday dates reasonably spaced throughout the duration of the applicable League season. Attached hereto as Exhibit B is an example of Friday and Saturday dates that Licensee acknowledges are “reasonably” spaced throughout the duration of a League season. Notwithstanding the foregoing, if Licensor builds an exhibit hall, Licensor and Licensee shall negotiate in good faith an increased number of Friday and/or Saturday dates to be included on a prospective basis in the Arena List of Available Dates for each League season remaining in the Term to give effect to events that can be moved to the exhibit hall without adversely affecting Licensor. Prior to each June 30 during the Term, Licensee shall select dates from the Arena List of Available Dates and submit to Licensor a list of such selected League Game Dates for the upcoming League season. Licensor shall promptly reserve those League Game Dates for the League and shall not schedule any other events at the Arena for those dates, provided that if Licensor wishes to schedule any other events for the dates on the Arena List of Available Dates between February 1 and June 30 during that year, Licensor shall promptly notify Licensee in writing of such request and if Licensor provides Licensee with an alternative available date reasonably acceptable to Licensee (taking into account League scheduling issues), Licensor may book such other event on such date and reserve the alternative date for the League; it being understood that if Licensor’s request involves a Friday or Saturday date, the alternative date must be another Friday or Saturday date reasonably acceptable to Licensee. Licensee shall notify Licensor in writing whether an alternative date is reasonably acceptable to Licensee within 5 days after Licensor’s written notice of the request to schedule another event for a date and of the proposed alternative date. If, after Licensee submits the list for the League season in accordance with the foregoing, the selection of additional or different playing dates is required by the League, Licensor shall use commercially reasonable efforts to make such additional or different dates available for the playing of League Games, but shall not be required to make any payment to anyone.

(b) Licensee shall notify Licensor of the possible dates during which the League playoffs may occur promptly after such dates are determined by the League and shall indicate which dates (not to exceed 6 dates) have been earmarked to be televised on a national or regional basis (the “National/Regional TV Dates”). Within 10 days after Licensee notifies Licensor of the possible League playoff dates, Licensor shall submit to Licensee a list of 9 dates that are available for Licensee to reserve for League Game Dates during that period (the “Arena List of Available Playoff Dates”), and (i) no event not previously scheduled shall be scheduled by Licensor for the National/Regional TV Dates included on the Arena List of Available Dates until the specific dates of such postseason League Games are determined or until the Team is mathematically eliminated from the postseason, and (ii) with respect to the non-National/Regional TV Dates included on the Arena List of Available Dates, Licensor shall promptly reserve those dates for the League and shall not schedule any other events at the Arena for those dates, provided that if Licensor wishes to schedule any other events for such non-National/Regional TV Dates on the Arena List of Available Playoff Dates, Licensor shall promptly notify Licensee in writing of such request and if Licensor provides Licensee

with an alternative available date reasonably acceptable to Licensee (taking into account League scheduling issues), Licensors may book such other event on such date and reserve the alternative date for the League; it being understood that if Licensors' request involves a Friday or Saturday date, the alternative date must be another Friday or Saturday date reasonably acceptable to Licensee. Licensee shall notify Licensors in writing whether an alternative date is reasonably acceptable to Licensee within 5 days after Licensors' written notice of the request to schedule another event for a date and of the proposed alternative date. If a National/Regional TV Date has already been reserved for another Arena event, Licensors shall use commercially reasonable efforts to make such date available to Licensee for the playing of League Games, but shall not be required to make any payment to anyone. Notwithstanding the foregoing, (A) Licensors shall use commercially reasonable efforts (but shall not be required to make any payment to anyone) to not schedule events in the Arena during the period commencing March 20 through April 15th until after each playoff schedule is determined by League, and (B) Licensee shall notify Licensors as soon as reasonably practicable of the specific dates for postseason League Games as they are finalized so that Licensors may release any dates on the Arena List of Available Playoff Dates that will not be required for such postseason League Games. If, after Licensee submits the lists for the League postseason in accordance with the foregoing, the selection of additional or different playing dates is required by the League, Licensors shall use commercially reasonable efforts to make such additional or different dates available for the playing of League Games, but shall not be required to make any payment to anyone. Notwithstanding the foregoing, if the format of the League's playoffs changes during the Term, Licensors and Licensee shall negotiate in good faith an increase to the number of additional dates to be included in the Arena List of Available Playoff Dates (including the number of National/Regional TV Dates) for each League season remaining in the Term.

(c) From time to time during the Term, Licensee may request (verbally or in writing) that Licensors reserve certain dates for SFX Events. If at the time of such request no other events are reserved for those dates, Licensors shall promptly reserve them for the SFX Event. If another event is reserved but not committed for any such date, Licensors shall, promptly following Licensee's request, notify the party that reserved the other event that it has three business days in which to commit to that event. If that party fails to commit to the event within that three business day period, Licensors shall release the date and reserve it for the SFX Event. Once Licensee commits to a date for an SFX Event, Licensors shall not schedule any other event in the Arena for that date. If Licensee reserves a date for an SFX Event, but Licensee has not committed to such date, and Licensors receives a bona fide offer from a third party to commit to that date for another event, Licensors may notify Licensee that it has three business days in which to commit to the SFX Event. If Licensee does not commit to the SFX Event within that three business day period, Licensors may grant that date to the third party provided that the third party commits to the date within three business days after such three business day period. If such commitment is not made by either party for a reservation of the Arena within that three business day period, the other party's reservation of that date shall be automatically reinstated and any commitment of that date shall again be subject to this Section 4.1(c). If Licensee requests a date for an SFX Event that is already committed to another party, Licensors shall use reasonable efforts (but shall not be required to make any payment to the committed party or to anyone else) to make that date available to Licensee.

4.2 Practices. Licensor shall make the Arena available for game day practice to both the Team and its opponent by 9:00 a.m. and throughout the day of each League Game. Licensee or the Team shall be entitled to schedule practices on other days upon reasonable notice to and consent from Licensor, subject to the availability of the Arena for such purposes. Licensor shall use reasonable efforts to provide the Team with such reasonable additional dates and times for practice sessions on non-game days (but shall not be required to make any payment to anyone). If, as a result of a practice, Licensor is required to set-up and break down the basketball court because an event will be held at the Arena after such practice but before the next League Game, then Licensee shall be required to pay the costs associated with the set-up and breakdown of the basketball court. If Licensor has scheduled a conflicting event at the Arena that would prevent such practice and that cannot be rescheduled at a non-conflicting time, Licensor shall provide or cause to be provided to the Team and its opponent a suitable alternative practice facility within ten miles of the Arena consistent with League Standards at no charge to Licensee or the Team.

4.3 Other League Events. Licensee shall be entitled to schedule basketball-related events other than League Games (e.g., a WNBA or NBA pre-season, post-season or exhibition game) ("Other League Events") at the Arena upon reasonable notice to Licensor, subject to the availability of the Arena for such purposes. Licensor shall use commercially reasonable efforts to provide Licensee with use of the Arena for such Other League Events (but shall not be required to make any payment to anyone). Any Other League Event shall be deemed a League Game for all purposes of this Agreement, including, but not limited to, the revenue allocation provisions of Sections 6, 7 and 8, but excluding the guarantee provisions of Section 3.2 and the scheduling provisions of Section 4.1.

4.4 Rehearsals. Licensor shall make the Arena available for rehearsals during the day of each SFX Event. Licensee shall be entitled to schedule rehearsals on other days upon reasonable notice to and consent from Licensor, subject to the availability of the Arena for such purposes. Licensor shall use reasonable efforts to provide Licensee with such additional dates and times for rehearsals on non-event days, but Licensor shall not be required to make any payment to anyone. Licensee shall reimburse Licensor for all Direct Event Expenses incurred by Licensor in providing the SFX Event Day Services with respect to those rehearsals and, other than with respect to SFX Event Day rehearsals, Licensee shall pay Licensor an additional \$1,500 per day. If Licensor and Licensee mutually agree to extend the initial term of this Agreement for an additional five year extended term in accordance with Section 2, the amount set forth in the preceding sentence shall be increased prospectively for the extended term on June 1, 2006 by the CPI Adjustment.

4.5 Other Events. Licensor shall have the right to schedule other sporting events, concerts, circuses, ice shows and other events in the Arena, provided that (i) no such event shall relieve Licensor of any of its obligations under this Agreement, and (ii) no Arena event shall conflict with a League Game Date or SFX Event Day scheduled in accordance with this Section 4. At all times, including League Game Dates or SFX Event Days, Licensor shall have the right to schedule other events of any type in Licensor's facilities other than the Arena in its sole discretion.

SECTION 5.

LICENSOR SERVICES

5.1 Licensor Services. During the Term, Licensor, at its sole cost and expense(except as otherwise expressly provided), shall provide the following to Licensee ("Licensor Services"):

- (a) Heating, ventilation and air-conditioning which will cause the Arena to be maintained at temperatures and a level of air quality customary for comparable facilities;
- (b) Utilities, including electricity, gas, hot and cold water, lighting, the use of existing telephone and intercommunications equipment, elevators and escalators (if applicable), customary for comparable facilities (it being understood that Licensee shall be responsible for the costs of obtaining telephone and intercommunications services for its own use at the Arena);
- (c) Lighting equipment and apparatus adequate for color telecasts, without additional or supplemental lighting equipment or apparatus, in accordance with League Standards;
- (d) Maintenance and repair of the Arena and all of its components in compliance with all applicable governmental laws, ordinances and regulations and in clean and good condition, subject to ordinary wear and tear and damage by fire or other casualty;
- (e) Twenty-four (24) hour-per-day, year-round protection and security of the Arena and all its facilities through the use of electronic equipment consistent with Licensor's current practices. Licensor shall not be required to provide security guards at any time, and any security guards required by Licensee shall be at Licensee's expense as covered by Section 5.3 below;
- (f) Grounds maintenance and snow and ice removal, including, but not limited to keeping sidewalks, parking areas and other areas immediately surrounding the Arena in compliance with all applicable governmental laws, ordinances and regulations and reasonably free of snow, ice, debris, dirt, litter and trash;
- (g) Operation of box office facilities (as more fully set forth in Section 6) during all business hours and on SFX Event Days and League Game Dates during the hours commencing three (3) hours before the start of the SFX Event or League Game and ending after completion of the final intermissionof the SFX Event or one (1) hour after completion of the League Game;
- (h) Set-up of basketball court and staging areas for League Games, practices, SFX Events and rehearsals, in accordance with this Agreement. However, any extra cost toset-up and/or break down the basketball court for practices and staging areas for SFX rehearsals on a day other than the day of the League Game or SFX Event shall be at Licensee's expense if as a result of a practice or rehearsal date

requested by Licensee Licensors is required to set-up and breakdown the basketball court or staging areas (as applicable) because an event will be held at the Arena after such practice or rehearsal but before the next League Game or the SFX Event (as applicable); and

(i) Day-of-event services for each League Game ("League Game Day Services") and each SFX Event and rehearsal ("SFX Event Day Services"), as follows:

(i) Operation of Arena parking areas and Concessions in a reasonable manner as determined by Licensors;

(ii) Provision, management and supervision of day-of-event personnel necessary for preparing the Arena for, operating the Arena during and cleaning up the Arena after, a League Game or SFX Event, including, but not limited to, front of house security and crowd control personnel, medical and emergency personnel for patron needs, ushers, ticket sellers, ticket takers, telephone receptionists, scoreboard and shot clock operator, house electricians, maintenance and janitorial personnel and other necessary labor, but not including game officials, referees, timekeepers, stagehands, backstage or dressing room security, stage security, computer graphics personnel, control room (for scoreboard and electronic equipment) personnel, keyboard players, spotlight operators, show electricians, and medical and emergency personnel for Licensee's needs, all of which shall be provided by Licensee at Licensee's sole cost;

(iii) Conversion of the playing surface or staging area for use for League Games or SFX Events and cleanup following League Games or SFX Events;

(iv) Food service in Licensee food service areas of the Arena Licensee's personnel and guests and in the press areas to the press, all of such food service to be provided upon the request of Licensee and at Licensee's sole cost and expense; and

(v) Provision and maintenance of baskets, basket stanchions, time clocks and all other basketball equipment required by current League Standards for the presentation of League Games, all in clean and good working condition and otherwise in compliance with current League Standards.

5.2 Levels of Service. Licensors shall provide, manage and supervise and be responsible for, all personnel reasonably needed to perform the Licensors Services. Standards of quality and minimum levels of all Licensors Services, including staffing, shall be subject to Licensee's reasonable satisfaction.

5.3 Expenses. In consideration of the SFX Event Day Services and the League Game Day Services, Licensee shall pay Licensors \$7,500 for each performance of each SFX Event and \$5,000 for each League Game or Other League Event, in each case upon completion of the SFX Event, League Game or Other League Event and in accordance with Section 10. If Licensors and Licensee mutually agree

to extend the initial term of this Agreement in accordance with Section 2, the amounts set forth in the first sentence of this Section 5.3 shall be increased prospectively for the extended term on June 1, 2006 by the CPI Adjustment. In addition to the amounts listed above, Licensee shall pay or cause to be paid to Licensor the Direct Event Expenses incurred by Licensor in connection with this Agreement.

5.4 Use Fee. Licensee shall pay Licensor \$0.50 per paid ticket on SFX Events only, as an additional payment for Licensor providing the SFX Event Day Services, payable upon completion of the SFX Event and in accordance with Section 10.

SECTION 6.

TICKETS, SUITES, ETC.

6.1 Tickets. Licensee (or NBDL or SFX, as applicable) shall have the exclusive right to sell and control all tickets for League Games and SFX Events, in accordance with Section 6.2, and to receive Ticket Revenues derived therefrom less any payments due to Licensor as outlined in Section 10.2. Licensee (or NBDL or SFX, as applicable) shall have the exclusive right to determine the seating manifest for all League Games and SFX Events.

6.2 Box Office; Ticket Printing.

(a) Licensor shall operate, manage and control all box office facilities and ticket personnel at the Arena and will use such facilities for (among other things) the sale of tickets for League Games and SFX Events. Licensor's contracted ticket service provider shall be the ticketing entity for all individual tickets for League Games and SFX Events.

(b) Licensor shall be responsible for printing all tickets to League Games and SFX Events except season tickets to League Games that are to be printed on paper stock other than Licensor's standard ticket stock. Licensee shall timely provide Licensor all information required for printing tickets (other than season tickets to League Games that are to be printed on paper stock other than Licensor's standard ticket stock) and shall reimburse Licensor for all direct costs reasonably incurred by Licensor in printing and providing those tickets.

6.3 Ticket Service Providers. All payments received from ticket service providers for ticket service fees with respect to League Games and SFX Events only under current or future agreements with ticket service providers shall be shared 75% to Licensee and 25% to Licensor, and shall be payable as and when those payments are received by Licensor or Licensee (as applicable) and in accordance with Section 10. If, after the date of this Agreement, Licensor utilizes a more favorable ticket vendor agreement obtained through Licensee that produces cost savings to Licensor, 75% of the value of such cost savings with respect to League Games and SFX Events only, shall be paid to Licensee, payable as and when those

savings are realized and in accordance with Section 10. Licensor represents and warrants to Licensee that Schedule 6.3, contains a true and complete list of all ticket service provider agreements to which it is a party or by which it or the Arena are bound; and that it has delivered true and complete copies of each of those agreements to Licensee.

6.4 Luxury Suites.

(a) Subject to appropriation of funds by City Council, Licensor may build luxury suites for the Arena. If such luxury suites are completed, Licensee shall have the exclusive right to sell licenses for all luxury suites for all events at the Arena on behalf of Licensor, for a period not to exceed five years, or the remaining Term of this Agreement, whichever is less, on such terms as Licensee shall determine in its reasonable discretion subject to Licensor's approval, which approval shall not be unreasonably withheld or delayed (it being understood that (i) both parties hereby commit to maximizing the revenues that can be earned under such luxury suite agreements, (ii) it shall be deemed unreasonable if Licensor withholds its approval of a luxury suite agreement which reflects the fair market value for the purchase of such luxury suite, and (iii) if Licensee sells luxury suites together with any advertising or any other products or services, the revenues attributable to the sale of the luxury suites for all purposes of this Section 6.4 shall be deemed to be the fair market value of such luxury suites). Licensee shall negotiate the terms of each luxury suite license and forward the agreement with the luxury suite holder to Licensor for approval and execution. Licensor shall pay Licensee a commission equal to twenty percent (20%) of the license fees payable on each luxury suite license sold by Licensee, payable incrementally as and when those fees are paid by the suite licensee and in accordance with Section 10. Licensor shall pay Licensee an amount equal to fifty percent (50%) of all payments received under any luxury suite agreement sold by Licensee, net of Applicable Taxes remaining after (i) the payment of Licensee's commission and (ii) the payments that Licensor is required to pay (if any) to the professional hockey team and arena 2 football team that play their home games at the Arena (provided that the payments to such professional hockey team and arena football team shall not exceed 20% and 5%, respectively, of the payments received under any luxury suite agreement net of Licensee's commission), payable as and when the payments are made by the luxury suite holder and in accordance with Section 10.

(b) Licensor represents and warrants to Licensee that it has the right to authorize Licensee to sell licenses for luxury suites in the Arena, and that it has not granted the right to sell licenses for such luxury suites to any other person.

(c) Licensee and its designees shall have the exclusive right to the use and/or possession of any unsold luxury suites for any purpose for all League Games and SFX Events, at no charge to Licensee and Licensee shall not owe or make any payment to Licensor or any other party for such use and/or possession; provided, however, that (i) if there is only one unsold luxury suite for SFX Events or League Games, such unsold suite shall be shared by Licensor and Licensee in a manner to be mutually agreed upon so that Licensor and its designees and Licensee and its designees shall each have the exclusive right to the use and/or possession of such unsold luxury suite for any purpose (but not for resale) for an equal number of

SFX Events and League Games, and (ii) if there is more than one unsold luxury suites for any SFX Event or League Game, Licensor and its designees shall have the exclusive right to the use and/or possession of one of such unsold luxury suites for any purpose (but not for resale) for such Arena event, and (iii) if there is more than two unsold luxury suites for any SFX Event or League Game, only two of such unsold luxury suites shall be used for such SFX Event or League Game (in accordance with clauses (i) and (ii) above, unless otherwise mutually agreed upon by Licensor and Licensee. Licensor and its designees shall have the exclusive right to the use and/or possession of any unsold luxury suites for any other event at the Arena and Licensor shall not owe or make any payment to Licensee for such use and/or possession; provided, however, that if there is more than one unsold luxury suite for any such other event at the Arena, Licensee and its designees shall have the exclusive right to the use and/or possession of one of such unsold luxury suites for any purpose (but not for resale) for such Arena event, at no charge to Licensee and Licensee shall not owe or make any payment to Licensor or any other party for such use and/or possession.

6.5 Personal Seat Licenses.

(a) Licensee shall have the exclusive right to create and sell personal seat licenses ("PSLs") for all events at the Arena, on behalf of Licensor, for a period not to exceed five years or the remaining Term of this Agreement, whichever is less, and for such seating and on such terms as Licensee shall determine in its reasonable discretion subject to Licensor's approval, which approval shall not be unreasonably withheld or delayed (it being understood that (i) both parties hereby commit to maximizing the revenues that can earned under such PSLs, (ii) it shall be deemed unreasonable if Licensor withholds its approval of a PSL agreement which reflects the fair market value for the purchase of such PSL, and (iii) if Licensee sells PSLs together with any advertising or any other products or services, the revenues attributable to the sale of the PSLs for all purposes of this Section 6.5 shall be deemed to be the fair market value of such PSLs). Licensee shall negotiate the terms of each personal seat license and forward the agreement with the PSL holder to Licensor for approval and execution. Licensor shall pay Licensee a commission equal to twenty percent (20%) of the license fees payable on each PSL sold by Licensee, payable incrementally as and when those fees are paid by the PSL holder and in accordance with Section 10. Licensor shall pay Licensee an amount equal to fifty percent (50%) of all payments under any PSL agreement, net of Applicable Taxes and after the payment of Licensee's commission, payable incrementally as and when the payments are made by the PSL holder and in accordance with Section 10.

(b) Licensor represents and warrants to Licensee that it has the right to authorize Licensee to create and sell PSLs for the Arena, and that it has not granted the right to sell such PSLs to any other person.

6.6 Pricing. NBDL and SFX shall have absolute discretion in determining the ticket prices for all tickets sold for League Games and SFX Events, respectively.

SECTION 7.

ADVERTISING

7.0 General Advertising Requirements. Any advertising (temporary or fixed) that is sold pursuant to this Agreement shall be limited to commercial advertisements and shall not be sold for any of the categories listed on Schedule 7.0. The term of any such advertising agreements shall not exceed a term of 5 years or the remaining Term of this Agreement, whichever is less. Licensee will require each advertiser to be responsible for the content of all advertising such advertiser provides (including that such content is in accordance with applicable laws). In addition, Licensee will require in each agreement with an advertiser that the advertiser hold Licensor harmless and indemnify Licensor for any claims, suits, damages, or costs arising out of such advertisements or materials and that such advertiser will not have any claim against Licensor in the event Licensor removes or refuses to allow any such advertising because such advertising violates any applicable laws. Licensor shall have the right to approve the form of advertising agreement used by Licensee in connection with the sale of advertising pursuant to this Agreement.

7.1 Temporary Advertising. Licensee shall have the exclusive right to sell and to retain all of the revenues from the sale of Temporary Advertising (net of Applicable Taxes) at all League Games and SFX Events. Such temporary advertising shall not conflict with any Existing Fixed Advertising Contracts (as defined in Section 7.2(a) below). Licensee shall be responsible for all costs associated with the design, construction and maintenance of such temporary advertising. Unless otherwise permitted by Licensor or its designee, upon the completion of each League Game or SFX event such advertising must be covered or removed if there is an event will be held at the Arena after such League Game or SFX Event but before the next League Game or SFX Event.

7.2 Fixed Advertising.

(a) Licenser represents and warrants to Licensee that (i) Schedule 7.2 sets forth a true and complete list of all Fixed Advertising contracts entered into prior to the date of this Agreement ("Existing Fixed Advertising Contracts") and the revenue generated from each such contract ("Existing Revenue"), and (ii) as otherwise set forth in Schedule 7.2, each of the Existing Fixed Advertising Contracts expires, without any renewal or other rights in favor of the advertiser, no later than September 30, 2001. Licenser has provided Licensee with true and complete copies of all Existing Fixed Advertising Contracts.

(b) Licensee shall have the exclusive right to sell all Fixed Advertising on behalf of Licenser, on such terms as Licensee shall determine in its reasonable discretion provided that such sales do not conflict with any Existing Fixed Advertising Contracts and subject to Licenser's approval, which approval shall not be unreasonably withheld or delayed (it being understood that (i) both parties hereby commit to maximizing the revenues that can be earned from the sale of Fixed Advertising, (ii) it shall be deemed unreasonable if Licenser withholds its approval of a Fixed Advertising agreement which reflects the fair market value for the purchase of such Fixed Advertising, and (iii) if Licensee sells Fixed Advertising together with any other advertising, products or services, the revenues attributable to the sale of the Fixed Advertising for all purposes of this Section 7.2 shall be deemed to be the fair market value of such Fixed Advertising). Licensee shall negotiate the terms of all Fixed Advertising agreements and forward them to Licenser for approval and execution. Licenser shall invoice and collect all payments associated with the sale of Fixed Advertising. During the Term, Licenser shall not enter into, amend or renew any soft drink pouring rights agreement or any other agreement that would limit or restrict in any manner Licensee's right to sell Temporary or Fixed Advertising under this Agreement to any party (including, without limitation, in the water or isotonic beverages categories). Notwithstanding the preceding sentence, during the Term Licenser shall have the right to enter into, amend or renew any soft drink pouring rights agreement that provides for exclusivity with respect to Fixed Advertising in the carbonated, water and/or isotonic beverages categories. To the extent any Fixed Advertising rights are included in any soft drink pouring rights agreement, the fair market value of the Fixed Advertising so included shall be included in Fixed Advertising Revenues for all purposes of this Section 7.2.

(c) Licenser shall pay Licensee a commission equal to twenty percent (20%) of the revenue (net of Applicable Taxes) from each sale of Fixed Advertising by Licensee during the Term, payable incrementally as and when payments are made by the advertiser and in accordance with Section 10.

(d) All Existing Revenue shall belong to Licenser and Licensee shall have no rights with respect thereto. If any Existing Fixed Advertising Contract is renewed after the date of this Agreement and the Net Fixed Advertising Revenue under such renewal exceeds the "net" Existing Revenue (because the advertiser has agreed to pay more for the same inventory and/or has increased the amount of inventory purchased), Licenser shall retain an amount equal to the net Existing Revenue under the Existing Fixed Advertising Contract and pay Licensee an amount equal to fifty percent (50%) of any additional Net Fixed Advertising

Revenue (as compared to the net Existing Revenue), payable incrementally as and when the payments are made by the advertiser and in accordance with Section 10. Such renewals on Existing Fixed Advertising Contracts are subject to any applicable commissions due for such renewals. For all sales of Fixed Advertising by Licensee not involving a renewal of an Existing Fixed Advertising Contract, Licensor shall pay Licensee an amount equal to fifty percent (50%) of the total Net Fixed Advertising Revenue from such sales by Licensee, payable incrementally as and when the payments are made by the advertiser and in accordance with Section 10.

(e) Licensee may elect to make capital improvements in the Arena to create additional Fixed Advertising inventory, subject to approval by Licensor (such approval not to be unreasonably withheld or delayed). Notwithstanding the other provisions of this Section 7.2, any Fixed Advertising Revenue resulting from the sale by Licensee of Fixed Advertising on such additional inventory shall be paid, first, to reimburse Licensee for all reasonable and documented costs related to the capital improvement and, then, sixty percent (60%) to Licensee and forty percent (40%) to Licensor. Licensee shall comply with all applicable laws, rules, ordinances, and regulations in connection with the procurement of such capital improvements.

7.3 Naming Rights.

(a) Licensee shall have the exclusive right to sell the naming rights to the Arena on behalf of Licensor, on such terms as Licensee shall determine in its reasonable discretion, except that the naming rights may not be sold for any of the categories listed on Schedule 7.3 or as set forth in the next sentence and any such naming rights agreement shall be subject to Licensor's approval, which approval shall not be unreasonably withheld or delayed (it being understood that (i) both parties hereby commit to maximizing the revenues that can be earned under such naming rights agreement, (ii) it shall be deemed unreasonable if Licensor withholds its approval of a naming rights agreement which reflects the fair market value for the purchase of such naming rights, provided, however, that even if such agreement reflects fair market value, Licensor shall have the right to disapprove any proposed naming rights agreement if, in the good faith judgment of the City Council of the City of Roanoke, Virginia, the proposed name of the Arena would offend community sensibilities, and (iii) if Licensee sells naming rights together with any other advertising, products or services, the revenues attributable to the sale of the naming rights for all purposes of this Section 7.3 shall be deemed to be the fair market value of such naming rights). The term of any such naming rights agreements shall not exceed a term of 5 years or the remaining Term of this Agreement, whichever is less. Licensee shall negotiate the terms of any naming rights agreement and forward it to Licensor for approval and execution. Licensor shall pay Licensee a commission equal to twenty percent (20%) of the gross amount of payments received under any naming rights agreement, payable incrementally as and when payments are made by the advertiser and in accordance with Section 10. Licensor shall pay Licensee an amount equal to fifty percent (50%) of all payments under any naming rights agreement, net of Applicable Taxes, after the payment of Licensee's commission and reimbursement of any expenditures incurred by Licensor or Licensee in connection with such naming rights agreement. The amount due to Licensee pursuant to the foregoing shall be payable as and when the payments are made by the naming rights holder and in accordance with Section 10.

(b) Licensor represents and warrants to Licensee that it has the right to authorize Licensee to sell naming rights to the Arena, and that it has not granted the right to sell such naming rights to any other person.

SECTION 8.

OTHER REVENUES

8.1 Food and Beverage Sales.

(a) Licensor shall be responsible for the sale of all food, beverages, candy, and other foodstuffs (“Concessions”) in the Arena at League Games and SFX Events. Licensor shall cause all such sales activities to be conducted in a manner reasonably consistent with the best practices pertaining to sales of Concessions at other comparable arenas and subject to the reasonable satisfaction of Licensee. Licensor shall be entitled to enter into contracts with one or more third party concessionaires for the conduct of such sales, which contracts shall be on terms comparable to those in effect generally at arenas of comparable size and event and patron volume to the Arena.

(b) Licensor shall pay Licensee (i) sixty-five percent (65%) of all revenues received by Licensor from third party concessionaires with respect to sales of Concessions at League Games and SFX Events only, and (ii) sixty-five percent (65%) of all Net Food & Beverage Revenues from sales of Concessions made directly by Licensor at League Events and SFX Events only. All such payments shall be made directly by Licensor itself, in each case payable in accordance with Section 10.

(c) Licensor shall be responsible for all Catering. Licensor shall cause all such Catering activities to be conducted in a manner reasonably consistent with the best practices pertaining to Catering at other comparable arenas.

(d) Licensor shall pay Licensee sixty-five percent (65%) of all Net Food & Beverage Revenues from sales of Catering at League Events and SFX Events only. All such payments shall be made directly by Licensor itself, in each case payable in accordance with Section 10.

(e) Notwithstanding anything to the contrary in subsections 8.1(b) and (d) above, within 30 days after the period commencing July 1, 2001 and ending June 30, 2002 and after the end of each 12-month period thereafter throughout the Term, Licensor shall reconcile the actual costs (including cost of goods sold and labor) incurred in connection with the sales of Concessions made directly by Licensor and for Catering as compared to the costs of 54% and 80% used in defining Net Food & Beverage Revenues in Section 1 above. If the actual percentages of total revenue represented by such actual costs were less than 54% and 80% (as applicable), Licensor shall pay Licensee the difference between the amount Licensee would have received had Net Food & Beverage Revenues been determined based on such actual

costs and the amount Licensee actually received under this Section 8.1 prior to such reconciliation. Such additional payment shall be payable in accordance with Section 10 in the applicable month following the date of such reconciliation.

8.2 Merchandise. Licensee shall have the exclusive right to sell, and to authorize third parties to sell, programs, other publications, athletic equipment, toys, clothing, hats, banners, pennants, photographs, posters, recordings, novelties, souvenirs and other merchandise (collectively, "Merchandise") relating to the League, the Team and SFX Events only. Licensee may sell, or authorize third parties to sell, Merchandise in or outside the Arena, limited to Roanoke Civic Center property, on the date of any League Game or SFX Event, and in Merchandise Areas at other times mutually acceptable to Licensor and Licensee, all subject to all applicable laws, ordinances, rules and regulations. All revenues from the sale of such Merchandise at League Games after Applicable Taxes shall be retained by Licensee. Net revenues (after cost of goods sold, labor and other related direct costs and Applicable Taxes) from the sale of such Merchandise at SFX Events shall be shared fifty percent (50%) to Licensee and fifty percent (50%) to Licensor.

8.3 Parking. Parking fees for all Arena parking at League Games and SFX Events may be established at the sole discretion of the Licensor through the Roanoke Civic Center Commission, provided, that the fee per vehicle to be charged at League Games and SFX Events may not be higher than the fee per vehicle routinely charged for parking at other comparable events at the Arena. Should a parking fee be established, Licensee may provide a reasonable number of complimentary parking spaces, not to exceed 50 per event, to its personnel, invitees and business associates at League Games and SFX Events, such spaces to be designated by Licensor and reasonably satisfactory to Licensee. If Licensor decides to charge parking fees at League Games and SFX Events, Licensor shall pay Licensee an amount equal to fifty percent (50%) of all parking revenues received for Arena parking at League Games and SFX Events, net of Applicable Taxes and expenses directly incurred by Licensor in providing parking services, payable after the completion of the League Game or SFX Event and in accordance with Section 10.

8.4 Facility Surcharge Fees. Licensor shall have the exclusive right to charge Facility Surcharge Fees in amounts determined by Licensor, provided that any such charge shall be consistent with the facility fees charged for other comparable events held at the Arena. The Facility Surcharge Fees shall be shared only as to League Games and SFX Events as follows: Licensor shall retain the first five hundred dollars (\$500) of the Facility Surcharge Fees per League Game or per performance of a SFX Event, after which Licensor shall pay Licensee an amount equal to thirty-five percent (35%) of all remaining Facility Surcharge Fees on ticket sales for such League Game or SFX Event, payable upon the occurrence of the League Game or SFX Event and in accordance with Section 10.

SECTION 9.

MEDIA RIGHTS

9.1 Media Rights.

(a) Licensee shall have the exclusive control of, and rights with respect to, the display or delivery of all League Games (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast, photograph or over the Internet. Licensee shall pay for all the production cost of such rights, and shall retain all revenues from the sale or license of such rights.

(b) Licensee shall have the exclusive control of, and rights with respect to, the display or delivery of all SFX Events (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast or over the Internet. Licensee shall pay for all the production cost of such rights, and shall retain all revenues from the sale or license of such rights.

9.2 Broadcast Access. Licensors, at its sole cost and expense, shall maintain or cause to be maintained existing facilities in accordance with League Standards such that all League Games and SFX Events are capable of being broadcast and distributed by telecast, radio broadcast and over the internet. Licensors shall not assess Licensee or its licensees any television, radio or Internet hookup charge. Licensee shall pay for any cost associated with the production of such broadcast, telecast, or Internet transmission.

9.3 No Rights Granted. Nothing in this Agreement shall be deemed to grant Licensors any rights to use or exploit the intellectual property or other rights of NBDL pertaining to the League or its teams, or of SFX pertaining to SFX Events, except any such rights Licensee may grant to Licensors in connection with announcing and advertising League Games and SFX Events to be held in the Arena.

SECTION 10.

PAYMENTS; BOOKS AND RECORDS

10.1 Entertainment Acquisition Fee. Licensors shall pay Licensee an entertainment acquisition fee of \$250,000, which shall be payable in three equal annual installments of \$83,333 on or before December 31, 2001, and December 31, 2002 and \$83,334 on or before December 31, 2003, respectively. If Licensee exercises its right to terminate this Agreement as of October 1, 2004 in accordance with Section 14.2(b) below, Licensee shall pay Licensors \$100,000 as a partial reimbursement of the \$250,000 entertainment acquisition fee paid to Licensee pursuant to this Section 10.1. Such reimbursement shall be payable on or before October 31, 2004.

10.2 Payments.

(a) All collections made by Licensors from sales of tickets for League Games and SFX Events shall be remitted to Licensee, net of Applicable Taxes, ticket agent commissions and credit card fees and Direct Event Expenses incurred by Licensors in connection with this Agreement, within 3 business days of

the conclusion of each League Game and SFX Event, together with an itemized statement from Licensor indicating the number of tickets sold and the prices of such tickets and the Applicable Taxes, ticket agent commissions and credit card fees and other reasonable data reasonably requested by Licensee.

(b) Immediately following the end of each month during the Term, Licensor shall conduct a complete accounting and settlement of all remaining amounts payable to Licensee or Licensor under this Agreement (other than as set forth in subsection (a) above) during the prior month. Not later than the 15th day of each month, the party owing the other party shall pay the net amount payable to that party as provided for in this Agreement with respect to the prior month. That payment shall be accompanied by a statement demonstrating the settlement and all items included therein in reasonable detail. If either party disputes the amount of any settlement, the parties shall confer in good faith to resolve the dispute. If they are unable to resolve the dispute, it shall be settled by a mutually acceptable independent accounting firm with the cost to be paid equally by the parties.

10.3 Non-Cash Receipts. If any Fixed Advertising, Luxury Suites, PSLs or naming rights are sold or licensed for a consideration that consists, in whole or in part, of products or services (“VIK”), the revenue, fees or payments received for such sale or license shall be deemed to include the fair market value of such VIK and shall be deemed to be earned equally over the duration of the period covered by the sale or license.

10.4 Books and Records. Licensor shall keep or cause to be kept all necessary books and records with respect to the ownership and operation of the Arena and Licensor and Licensee shall keep or cause to be kept all necessary books and records with respect to the matters provided for in this Agreement. Licensor and/or Licensee and their respective representatives shall have the right to inspect those books and records upon reasonable prior notice to the other party.

SECTION 11.

INSURANCE

11.1 Licensee's Insurance Coverage.

(a) Licensee shall, at its sole expense, provide and maintain during the Term (i) commercial general liability insurance (including personal and advertising injury and products-completed/operations insurance) with contractual liability endorsements for the mutual benefit of Licensee and Licensor and their respective contractors, successors and assigns, against all claims for bodily and personal injury, death or property damage in or about the Arena resulting from Licensee's use of the Arena, in the amount of \$1,000,000 combined single limit and bodily and personal injury and property damage with umbrella or excess policy or policies following form of primary insurance totaling \$10,000,000 in excess of \$1,000,000; and (ii) workers compensation insurance in the amount required by applicable law. Said commercial general liability insurance policy shall name as additional insureds such entities and individuals as Licensor shall designate, which shall initially be those entities and individuals identified on Schedule 11.1 (the "Licensor Additional Insureds") and a copy of the endorsement to that effect shall be furnished to Licensor within 30 days after execution of this Agreement. All such insurance (not including the workers compensation insurance policy) shall provide that any right of subrogation against Licensee or the Licensor and their successors and assigns is waived. Such insurance shall not have any "special" limitations. The coverage provided under such policies shall be occurrence-based, not claims made.

(b) There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor within 30 days after execution of this Agreement, and prior to use of the facility by Licensee for any purpose. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled or not renewed without 30 days prior written notification to Licensor. If Licensee fails to provide Licensor with the required certificate of insurance, Licensor may, in its sole and absolute judgment either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its reasonable judgment to be necessary in order to protect Licensor and the Licensor Additional Insureds from any of the matters to be covered under Section 11.1(a) above or (ii) treat such failure as a default by Licensee subject to the cure provisions of Section 13.

(c) All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility approved to do business in the state in which the Arena is located, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least VIII shall be deemed to be acceptable. The insurance obligations stated in this Section 11.1 are independent of, and shall not be affected by the scope or validity of, any indemnity provisions in other Sections of this Agreement.

(d) At the request of Licensor, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Licensor and Licensor Additional Insureds under this Agreement. Such loss information shall include such specifics and be in such form as Licensor may reasonably require.

(e) Licensee shall cause its subcontractors who render services for Licensee involving construction or maintenance related work on or about the Arena premises (i) to name Licensor and the Licensor Additional Insureds as additional insureds on any insurance policies on which Licensee is named as an additional insured and (ii) shall provide Licensor with a certificate of insurance evidencing such coverage.

11.2 Licensor Insurance Coverage.

(a) Licensor shall, at its sole expense, provide and maintain during the Term (i) commercial general liability insurance (including personal and advertising injury and products-completed/operations insurance) with contractual liability endorsements for the mutual benefit of Licensor and Licensee and their respective contractors, successors and assigns, against all claims for bodily and personal injury, death or property damage in or about the Arena, initially in the amount of \$250,000 combined single limit and bodily and personal injury and property damage with umbrella or excess policy or policies totaling \$6,000,000 in excess of \$250,000, (ii) a policy or policies of insurance covering loss or damage to the Arena, in the amount of 100% of the replacement value thereof, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood, sprinkler leakage and other perils normally covered in an "all risk" policy, as such term is used in the insurance industry, and (iii) workers compensation coverage through self-insurance as required by applicable law. Said commercial general liability insurance policy shall name as additional insureds such entities and individuals as Licensee shall designate, which shall initially be those entities and individuals identified on Schedule 11.2 (the "Licensee Additional Insureds") and a copy of the endorsement to that effect shall be furnished to Licensee within 30 days after execution of this Agreement. All such insurance (not including the workers compensation self-insurance) shall provide that any right of subrogation against Licensor or the Licensee and their successors and assigns is waived. Such insurance shall not have any "special" limitations. The coverage provided under such policies shall be occurrence-based, not claims made.

(b) There will be no charge to the Licensee for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensee within 30 days after execution of this Agreement. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled or not renewed without 30 days prior written notification to Licensee. If Licensor fails to provide Licensee with the required certificate of insurance, Licensee may, in its sole and absolute judgment either (i) acquire, at Licensor's expense, such insurance as Licensee determines in its reasonable judgment to be necessary in order to protect Licensee and the Licensee Additional Insureds from any of the matters to be covered

under Section 11.2(a) above or (ii) treat such failure as a default by Licensor subject to the cure provisions of Section 14.

(c) All such insurance policies shall be affected by valid and enforceable policies issued by insurers of responsibility approved to do business in the state in which the Arena is located, such responsibility and the insuring agreements to meet with the reasonable approval of Licensee. An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least VIII shall be deemed to be acceptable. Notwithstanding the preceding sentence, Licensor may use the States Self Insurers Risk Retention Group located in Minneapolis, Minnesota which has a current A.M. Best rating of B++ and a financial size category of IV (or such other insurer with a current A.M. Best rating of at least B++ or higher who is reasonably acceptable to Licensee; it being understood that another insurer with a financial size category of IV may not be reasonably acceptable to Licensee), to issue the policies required in this Section 11.2. The insurance obligations stated in this Section 11.2 are independent of, and shall not be affected by the scope or validity of, any indemnity provisions in other Sections of this Agreement.

(d) At the request of Licensee, Licensor shall promptly furnish loss information concerning all liability claims brought against Licensor (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Licensee and Licensee Additional Insureds under this Agreement. Such loss information shall include such specifics and be in such form as Licensee may reasonably require.

(e) Licensor shall cause its subcontractors who render services for Licensee involving construction or maintenance related work on or about the Arena premises (i) to name Licensee and the Licensee Additional Insureds as additional insureds on any insurance policies on which Licensor is named as an additional insured and (ii) upon request from Licensee, shall provide Licensee with a certificate of insurance evidencing such coverage.

11.3 Waiver of Subrogation. Licensor and Licensee each hereby waives all rights of recovery against the other and against the officers, partners, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under a valid and enforceable fire and extended coverage insurance policy, which either may have in force at the time of the loss or damage. Licensor and Licensee shall, upon obtaining the policies of insurance required under this Agreement, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

SECTION 12.

INDEMNIFICATION

12.1 Licensee Indemnification.

(a) Licensee shall indemnify, defend and hold harmless Licensor, the Roanoke Civic Center Commission and their officers, agents, employees, volunteers and the Licensor Additional Insureds (collectively, the "Licensor Indemnitees") from and against any and all damages, claims, losses, demands, costs, suits, expenses (including reasonable attorneys' fees and costs), obligations, liabilities, actions and causes of action asserted against one or more of the Licensor Indemnitees by a third party, or which any one or more of the Licensor Indemnitees may suffer or incur, arising directly or indirectly from (i) any breach of any warranties or agreements, or any misrepresentation, by Licensee in this Agreement, or (ii) Licensee's or its agents', employees', volunteers' or subcontractors' negligent or wilful conduct or failure to act, occurring in or about the Arena, the Common Areas and the Licensee Areas or other parts of the Civic Center premises or Licensor's property.

(b) Licensee shall properly execute, maintain, and comply with any appropriate or necessary licensing agreements with performing rights organizations, including but not limited to ASCAP, BMI, and SESAC. Licensee warrants that all copyrighted, patented, or other intellectual materials to be performed or used during League Games or SFX Events will be duly licensed or authorized by their owners and Licensee agrees to be responsible for all license and royalty fees incurred by reason of the performance and, in addition to any provisions contained elsewhere in this Agreement, to indemnify and hold Licensor and the Licensor Indemnitees harmless as provided for in subsection (a) above.

(c) Licensee further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the Licensor Indemnitees, Licensee shall defend the Licensor Indemnitees at Licensee's expense by counsel reasonably satisfactory to the Licensor Indemnitees. In the event Licensee does not provide a defense against any and all such claims, demands, liabilities, actions or causes of action, then Licensee shall, in addition to the above, pay Licensor the reasonable attorneys' fees, legal expenses and costs incurred by the Licensor Indemnitees in providing such defense and Licensee agrees to cooperate with Licensor in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Licensor Indemnitees.

12.2 Licensor's Indemnification.

(a) To the extent permitted by law, Licensor shall indemnify, defend and hold harmless Licensee and its members, and their respective owners, officers, agents, employees and other affiliates, and any other Licensee Additional Insureds (collectively, the "Licensee Indemnitees"), from and against any and

all damages, claims, losses, demands, costs, suits, expenses (including reasonable attorneys' fees and costs), obligations, liabilities, actions and causes of action asserted against one or more of the Licensee Indemnitees by a third party, or which any one or more of the Licensee Indemnitees may suffer or incur, arising directly or indirectly from (i) any breach of any warranties or agreements, or any misrepresentation, by Licensor in this Agreement, or (ii) Licensor's or its agents', employees', volunteers' or subcontractors' negligent or wilful conduct or failure to act, occurring in or about the Arena, the Common Areas and the Licensee Areas.

(b) To the extent permitted by law, Licensor further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the Licensee Indemnitees, Licensor shall defend the Licensee Indemnitees at Licensor's expense by counsel reasonably satisfactory to the Licensee Indemnitees. In the event Licensor does not provide a defense against any and all such claims, demands, liabilities, actions or causes of action, then Licensor shall, in addition to the above, pay Licensee the reasonable attorneys' fees, legal expenses and costs incurred by the Licensee Indemnitees in providing such defense and Licensor agrees to cooperate with Licensee in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Licensee Indemnitees.

12.3 Survival of Indemnification. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

SECTION 13.

LICENSEE'S DEFAULT; LICENSOR'S RIGHTS AND REMEDIES

13.1 Licensee's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensee:

(a) If Licensee fails to make any payment required to be made by it to Licensor under this Agreement and such failure continues for 10 calendar days after written notice from Licensor that such payment is due and payable;

(b) If Licensee fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensor to Licensee (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensee has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(c) If Licensee makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensee in a proceeding under the federal bankruptcy laws or other insolvency laws

is filed and not withdrawn or dismissed within 45 calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensee or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 45 calendar days.

(d) If Licensee does not have signed arena license agreements with 8 cities on or before June 30, 2001 so that for the first NBDL season there will be 8 teams included in the League.

(e) If Licensee does not maintain at least 6 teams in the League for each NBDL season other than the first NBDL season throughout the duration of the Term.

13.2 Licensor's Rights and Remedies. In the event of Licensee's default hereunder, then in addition to any other rights or remedies Licensor may have under any law, subject to the notice and cure provisions of Section 13.1, Licensor shall have the right, at Licensor's option to do the following:

(a) Upon 20 calendar days notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 13.1), terminate this Agreement and Licensee's right to possess or use all or part of the Arena and other Licensor property occupied and used by the Licensee and take over the same and take possession thereof, and Licensee shall have no further claim to occupy or use the Arena under this Agreement;

(b) Continue this Agreement in effect, take over and occupy any or all parts of the Arena and other Licensor property for the account of the Licensee, and collect any unpaid payments or other charges which have or thereafter become due and payable; or

(c) Take over any and all parts of the Arena and other Licensor property under the provision of Section 13.2(b) and thereafter elect, upon 20 calendar days notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 13.1), to terminate this Agreement and Licensee's right to possession of any and all parts of the Arena and other Licensor property occupied by Licensee hereunder.

(d) If with respect to any 12-month period during the Term commencing October 1, 2001 and ending September 30, 2005 or with respect to the period commencing October 1, 2005 and ending April 30, 2006 while the Agreement remains in force, Licensee fails to provide any of the guaranteed League Games as called for in Section 3.2, Licensor may collect from Licensee, and Licensee agrees to pay Licensor, the sum of \$5,000 for each League Game not provided. If with respect to any 12-month period during the Term commencing October 1, 2001 and ending September 30, 2005 while the Agreement remains in force, Licensee fails to provide any of the guaranteed SFX Events as called for in Section 3.2 and if the total aggregate attendance at SFX Events that did in fact occur at the Arena during such 12-month period ("Total Attendees") was less than 132,000, then Licensor may collect from Licensee, and

Licensee agrees to pay Licensor, an amount determined as follows: (132,000 minus Total Attendees) multiplied by \$1.50. If with respect to the period commencing October 1, 2005 and ending May 31, 2006 while the Agreement remains in force, Licensee fails to provide any of the guaranteed SFX Events as called for in Section 3.2 and if the Total Attendees at SFX Events that did in fact occur at the Arena during such period was less than 65,996, then Licensor may collect from Licensee, and Licensee agrees to pay Licensor, an amount determined as follows: (65,996 minus Total Attendees) multiplied by \$1.50. Any payments due to Licensor under this subsection (d) shall be payable within 30 days after the applicable measurement period in accordance with Section 10. The payments provided for under this subsection (d) shall constitute the sole compensation payable to Licensor if Licensee does not comply with Section 3.2.

(e) Notwithstanding anything in this Agreement to the contrary, Licensor's sole recourse against Licensee if NBDL elects to: (i) terminate or never commence operation of the League or the Team (excluding a termination by Licensee under Section 14) or (ii) operate the League with fewer than 8 teams the first NBDL season or fewer than 6 teams in any other season during the Term, shall be to terminate this Agreement, and thenupon any such termination prior to May 31, 2006, (A) Licensee shall repay to Licensor, within 30 days of such termination, all of the entertainment acquisition fee paid to Licensor under Section 10.1 prior to the date of termination and (B) Licensor shall be relieved of its obligation to pay Licensee any additional installments of the entertainment acquisition fee.

(f) The termination or expiration of this Agreement shall not relieve Licensee of its obligation to pay or remit to Licensor any amounts due to Licensor through the date of termination or expiration or any payments due to Licensor under this Agreement as a result of such termination.

(g) Upon the termination of this Agreement under this Section 13, Licensor may terminate payment of any commissions or other payments that Licensee would have been entitled to receive under Sections 6.4, 6.5, 7.2 and 7.3 if this Agreement had remained in effect and Licensor shall not owe Licensee any further commissions or other payments from and after the date of such termination. The foregoing sentence is not intended to relieve Licensor of its obligation to pay or remit to Licensee any amounts due to Licensee through the date of such termination.

SECTION 14.

LICENSOR'S DEFAULT; LICENSEE'S RIGHTS AND REMEDIES

14.1 Licensor's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensor:

(a) If Licensor fails to make any payment required to be made by it to Licensee under this Agreement and such failure continues for 10 calendar days after written notice from Licensee that such payment is due and payable;

(b) If Licensor fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensee to Licensor (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensor has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(c) If Licensor makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensor in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within 45 calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensor or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 45 calendar days.

14.2 Licensee's Rights and Remedies.

(a) In the event of Licensor's default hereunder, then in addition to any other rights or remedies Licensee may have under any law, subject to the notice and cure provisions of Section 14.1, Licensee shall have the right to terminate this Agreement upon 20 calendar days notice to Licensor (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 14.1).

(b) In addition to the termination right set forth in Section 14.2(a), Licensee shall have the right to terminate this Agreement as of October 1, 2004, without any further obligation to Licensor, by notice given to Licensor at any time prior to June 1, 2004, if the average paid attendance at regular season League Games is less than 4,500 in any League season ending prior to June 1, 2004, and Licensee shall pay Licensor \$100,000 as a partial reimbursement of the \$250,000 acquisition fee paid to Licensee pursuant to Section 10.1.

(c) In addition to and not in limitation of any of Licensee's other rights and remedies, if Licensor, its agents or other parties with whom Licensor has contracted are not performing any services required to be performed by Licensor hereunder and the failure to perform such services is materially interfering with the proper presentation of League Games or SFX Events, then without waiving any default by Licensor, Licensee may, but shall not be obligated to, take any actions reasonably necessary to restore the performance of such services to a level consistent with the proper presentation of League Games and SFX Events, and Licensor shall promptly reimburse Licensee for any reasonable costs incurred by Licensee in taking any such actions.

(d) Upon the termination of this Agreement under this Section 14 or the expiration of the Term, Licensor shall pay to Licensee any commissions that Licensee would have been entitled to receive under Sections 6.4, 6.5, 7.2 and 7.3 if this Agreement had remained in effect for the duration of the licenses,

agreements or sales to which those commissions relate, as and when Licensee would have been entitled to those payments under this Agreement in accordance with the original terms of such licenses, agreements or sales.

(e) The termination or expiration of this Agreement shall not relieve Licensor of its obligation to pay or remit to Licensee any amounts due to Licensee through the date of termination or expiration.

SECTION 15.

OTHER REMEDIES AND RELATED ISSUES

15.1 Offset. In addition to and not in limitation of any other rights and remedies, any party hereto may offset amounts held for any other party hereunder in satisfaction of any obligation or liability of such other party to the offsetting party under this Agreement or otherwise.

15.2 Additional Remedies. Reference in this Agreement to any particular remedy shall not preclude either party from any other remedy at law or in equity. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by any party unless specific waiver thereof by such party shall be in writing except as set forth in Section 18.2.

SECTION 16.

DESTRUCTION OR DAMAGE

16.1 Destruction or Damage Repairable Within Nine Months. If the Arena is damaged by fire, earthquake, act of God, the elements or other casualty other than the negligent or intentional acts by Licensee or its employees or agents, Licensor shall, subject to the provisions of this Section 16, repair the damage, if such repairs can, in Licensor's reasonable opinion and, to the extent not available from insurance proceeds, subject to the appropriation of funds and approval by City Council, be completed within nine months after the damage; provided, however, that if Licensor's insurance proceeds are insufficient to pay for, and Licensor does not otherwise pay for, restoration of the Arena to a level necessary for the presentation of League Games and SFX Events, Licensee or Licensor shall have the option to terminate this Agreement. If Licensor reasonably determines that repairs can be completed within nine months after the damage, this Agreement shall remain in full force and effect, except that (a) Licensee's and Licensor's performance obligations hereunder shall be abated for any period that Licensee is prevented from using the Arena or an alternative venue provided under Section 16.5 for League Games or SFX

Events, and (b) the provisions of Section 16.5 shall apply, provided that Licensee's or Licensor's performance obligations hereunder shall be abated or appropriately modified to account for the replacement of the Arena with the alternative venue.

16.2 Destruction or Damage Not Repairable Within Nine Months. If, in Licensor's reasonable opinion, such repairs to the Arena cannot be completed within nine months after the damage, Licensee and Licensor shall have the option to (a) terminate this Agreement or (b) if Licensor agrees to repair such damage, to continue this Agreement in full force and effect, provided, however, that during such period (i) Licensee's and Licensor's performance hereunder shall be abated as provided in Section 16.1 and (ii) the provisions of Section 16.5 shall apply, provided Licensee or Licensor gives the other written notice of such election within 45 days of such damage.

16.3 Repairs. If the Arena is to be repaired under this Section 16, Licensor shall repair at its cost, except under Section 16.2(a), and to the extent not available from insurance proceeds subject to the availability of funds and appropriate action of City Council, any such injury or damage to the Arena.

16.4 Express Agreement. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Arena by fire or other casualty, and any present or future law, which purports to govern the rights of Licensor and Licensee in such circumstances in the absence of express agreement, shall have no application.

16.5 Alternative Venues. During any period when the Arena is damaged (and Licensor has elected to repair the Arena) such that League Games and SFX Events cannot be presented in a safe manner reasonably convenient under the circumstances, Licensor shall, at its own reasonable expense and, to the extent not available from insurance proceeds subject to the appropriation of funds and approval by City Council, use commercially reasonable efforts to provide Licensee with an alternative venue to conduct League Games and SFX Events that is reasonably satisfactory to Licensee and compliant with League Standards. Licensor shall not be required to provide an alternative venue in accordance with the foregoing if the damage to the Arena is caused by the negligent or intentional acts of Licensee or its employees or agents.

SECTION 17.

REPRESENTATIONS AND WARRANTIES

17.1 Representations and Warranties by Licensor. Licensor represents and warrants to Licensee that:

(a) Licensor is a Virginia municipal corporation duly organized and validly existing under the law of Virginia and has the full power and authority, including all necessary authority from City Council, to enter into and perform this Agreement in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by Licensor have been duly authorized by all necessary action of Licensor and this Agreement constitutes the valid and binding obligation of Licensor enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by Licensor will not (i) conflict with its governing documents and, subject to Licensor's contractual obligations with respect to events that Licensor has committed to book in the Arena prior to the date of this Agreement as identified on Schedule 17.1, will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensor is a party or by which Licensor or the Arena is bound, or (ii) constitute a violation of any law or regulation applicable to Licensor or the Arena. No consent, approval or authorization of, or designation, declaration or filing with, any other governmental authority is required on the part of Licensor in connection with the execution, delivery and performance of this Agreement.

(d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensor's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on the Arena, Licensor or Licensor's ability to perform this Agreement.

(e) Licensor is the sole owner of the Arena, free and clear of any liens, claims, charges or encumbrances.

17.2 Representations and Warranties by Licensee. Licensee represents and warrants to Licensor that:

(a) Licensee is a limited liability company duly organized and validly existing under the law of Delaware and has the full power and authority to enter into and perform this Agreement in accordance with its terms. Licensee is qualified to do business in Virginia and will comply with all applicable laws, ordinances and regulations in connection with the Agreement, including the payment of any applicable taxes, charges and fees of general application to companies doing business in Virginia.

(b) The execution, delivery and performance of this Agreement by Licensee have been duly authorized by all necessary action of Licensee and this Agreement constitutes the valid and binding obligation of Licensee enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by Licensee will not (i) conflict with its governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensee is a party or by which Licensee is bound, or (ii) constitute a violation by Licensee of any law or regulation applicable to Licensee. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Licensee in connection with the execution, delivery and performance of this Agreement.

(d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensee's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on Licensee or its ability to perform this Agreement.

(e) Licensee represents that Licensee has been formed pursuant to a limited liability company agreement between NBDL and SFX and that under the terms of such agreement Licensee has the authority to enter into this Agreement and Licensee, NBDL (as it relates to League Games) and SFX (as it relates to SFX Events) have the obligation to perform this Agreement in accordance with its terms.

17.3 Survival of Representations and Warranties. The representations and warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution and delivery of this Agreement.

SECTION 18.

MISCELLANEOUS

18.1 Force Majeure. Subject to the provisions of Section 16, should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, general

unavailability of certain materials, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence. Force Majeure shall not excuse the payment of any sum of money owing hereunder at the time of such Force Majeure.

18.2 Amendment; Waiver. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of Licensee or Licensor to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained extends to that instance only and shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. Acceptance of payments by either party hereto subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular payments so accepted, regardless of such party's knowledge of any breach at the time of such acceptance of payments. Neither party shall be deemed to have waived any other covenant, agreement, term, provision or condition of this Agreement unless such party gives the other party written notice of such waiver.

18.3 Consents. No consent or approval by Licensor or Licensee, permitted or required under the terms of this Agreement shall be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is executed.

18.4 Notices. All notices, demands, consents, approvals, statements, requests and invoices to be given under this Agreement shall be in writing, and shall be deemed effective upon receipt if hand delivered, or sent by telecopy or overnight courier service; and if sent by the United States mail, postage prepaid, certified mail, return receipt requested, upon delivery or the date of refusal, addressed as follows:

For Licensee: Arena Ventures, LLC
 100 Plaza Drive
 Secaucus, New Jersey 07094
 Attention: Robert Criqui
 Telecopier: (201) 974-6092

with a copy to: NBA Properties, Inc.
 645 Fifth Avenue
 New York, New York 10022
 Attention: Harvey Benjamin

Telecopier: (212) 421-0298

For Licensor: City of Roanoke
Attention: City Manager
364 Municipal Building
315 Church Avenue, SW
Roanoke, VA 24011
Telecopier: (540) 853-1138

With a copy to: Director of Civic Facilities
Roanoke Civic Center
710 Williamson Road
Roanoke, VA 24016
Telecopier: (540) 853-2748

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 18.4 change the address to which notices shall be sent.

18.5 Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and, to the extent permitted herein, assigns.

18.6 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

18.7 Pronouns. Wherever appropriate herein, the singular includes the plural and the plural includes the singular; and the masculine, feminine and neuter adjectives and pronouns include one another.

18.8 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

18.9 Confidentiality. The parties agree that all appropriately marked confidential information furnished to a party by the other pursuant to the provisions hereof shall, to the extent permitted by law, be held in strict confidence. However, Licensee specifically agrees and acknowledges that this Agreement is subject to the Virginia Freedom of Information Act.

18.10 Assignment. Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party.

18.11 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable (“void provision”), the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law except that if as a result of the void provision either party is deprived of an important element of such party’s rights, revenues or obligations under this Agreement, then (i) the parties shall negotiate in good faith (A) to provide for a substitute provision, the form and substance of which shall be legally valid and intended to accomplish the same result as the void provision or (B) to otherwise amend this Agreement to compensate the party adversely affected by the void provision, or (ii) if the parties can not agree on such a substitute provision or other amendment to this Agreement within thirty (30) days after such void provision was found to be void, then the party adversely affected by the void provision shall have the right to terminate this Agreement upon thirty (30) days prior notice to the other party.

18.12 Cross References. Any reference in this Agreement to a Section, Subsection, Article or Exhibit is a reference to a Section, Subsection, Article or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.

18.13 Further Assurances. Licensor and Licensee shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as Licensor or Licensee shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

18.14 No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein. Notwithstanding the foregoing, each of NBDL and SFX shall be a third party beneficiary of the rights and benefits of Licensee under this Agreement, but only to the extent that each of them agree to accept and perform all of the obligations of Licensee under this Agreement if they elect to try to enforce any of the rights or benefits of this Agreement.

18.15 Expenses. Each party shall bear its own expenses (including the fees and disbursements of its attorneys and accountants) incurred in connection with the negotiation and preparation of this Agreement.

18.16 Relationship. The parties are not a partner, joint venturer or principal and agent with or of each other, and nothing in this Agreement shall be construed so as to create any of those relationships or to impose any liability as such on either of them, or to grant any party the right to bind the other without the other's prior written consent, except as expressly set forth in this Agreement.

18.17 Actions of Others. Licensee acknowledges that it is responsible to Licensor for the acts and omissions of NBDL, SFX, their affiliates and subsidiaries, and their employees and agents as provided for in Section 12 hereof.

18.18 Jurisdiction and Choice of Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, USA, without regard to its principles of conflicts of laws. Any claim arising under this Agreement shall be prosecuted in a federal or state court of competent jurisdiction located within the City of Roanoke, Virginia, USA (the “Designated Courts”). By execution and delivery of this Agreement, each of the parties submits to the exclusive jurisdiction of the Designated Courts, including, but not limited to, the in personam jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens or the absence of in personam jurisdiction and any similar grounds, consents to service of process by mail (in accordance with Section 18.4 or any other manner permitted by law), and irrevocably agrees to be bound by any judgment rendered by any of those courts (subject to its right to appeal to appellate courts having jurisdiction over cases brought in those courts). So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in the manner specified in this Section 18.18 or as otherwise permitted by law, shall be necessary in order to confer personal jurisdiction over the parties in any of the Designated Courts.

18.19 Nondiscrimination.

, Licensee agrees as follows:

(a) Licensee will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Licensee. Licensee agrees to post in conspicuous places in Licensee’s office space, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Licensee, in all solicitations or advertisements for employees placed by or on behalf of Licensee, will state that Licensee is an equal employment opportunity employer.

(c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 18.19.

(d) Licensee agrees to include the provisions of this Section 18.19 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

18.20 Drug-Free Workplace

a drug-free workplace for Licensee's

employees; (ii) post in conspicuous places in Licensee's office space, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Licensee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Licensee that Licensee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

for the performance of work done in

connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

18.21 Event Information. Licensee shall use commercially reasonable efforts to provide Licensor with a detailed outline of all League Game or SFX Event requirements, including stage, hall and chair requirements and any other information as may be required by Licensor concerning the League Game or SFX Event, as soon as possible prior to the applicable League Game or SFX Event.

18.22 Compliance with Civic Center Rules and Regulations. Licensee agrees that Licensee and any of its subcontractors, affiliates or any other entity that may present any League Games or SFX Events under this Agreement will comply with the rules and regulations of the Roanoke Civic Center, which are attached hereto as Exhibit C.

18.23 Control of Arena and Right to Enter. In permitting the use of the Arena, Licensor does not relinquish the right to enforce all necessary and proper rules and laws for the management and operation of the Arena and the safety of the citizens. Duly authorized representatives of Licensor may enter the Roanoke Civic Center, including the Arena, at any time and on any occasion without restriction, for the enforcement of any such rules and laws. Licensor reserves the right to remove or cause to be ejected from the Roanoke Civic Center, including the Arena, any person engaging in dangerous, unsafe or illegal conduct and neither Licensor nor its agents, officers, or employees shall be liable to Licensee as a result of the exercise by Licensor of such right. Licensor reserves and maintains the absolute right to stop or prevent a League Game or SFX Event and evacuate the Roanoke Civic Center, including the Arena, where in the Licensor's reasonable discretion such action is required for public safety, without any liability on the part of Licensor or its representatives to Licensee or others. Doors to the Arena shall be opened for League Games and SFX Events at such times and in the manner consistent with Licensor's current practices.

18.24 Action in Public Interest. Licensee agrees that it is the policy of Licensor to serve the public in the best possible manner and Licensee agrees that it, and its employees and agents shall at all times cooperate with Licensor in effecting this policy and maintaining the public faith.

18.25 Performance Security. Within 60 days of the date of this Agreement, Licensor and Licensee shall each provide the other party with one of the following: (i) a performance bond with a corporate surety reasonably acceptable to the other party or (ii) a letter of credit issued by a bank reasonably acceptable to the other party, in either case in the amount of \$250,000 and in a form to be mutually agreed upon by the parties in good faith (each, a “Performance Security”), in order to provide security with respect to their respective performances of this Agreement and, in the case of Licensor, to reimburse Licensee, but only up to the amount of any such Performance Security, for provable damages incurred by Licensee in the event of Licensor’s non-performance of its obligations because of a lack of funds (see Section 18.26 below). Each party’s Performance Security (A) shall name the other party as beneficiary, (B) in the case of a letter of credit, must be irrevocable for a period of not less than one year and, in the case of both the performance bond and the letter of credit, must provide that (i) the beneficiary shall receive notice within 30 days prior to the expiration thereof that it has been renewed and (ii) in the absence of such notice, the beneficiary shall have the right to draw upon such Performance Security in full, provided, that the beneficiary shall be required to place such funds in escrow in order to provide continued security with respect to the other party’s performance of this Agreement as provided for above, and (C) shall have as the only conditions upon payment that the beneficiary (i) submit a letter to the issuing corporate surety or bank certifying that the beneficiary has incurred or suffered damages as a result of the other party’s non-performance of its obligations under this Agreement and (ii) sustain the burden of proving such damages. Within 60 days after the expiration or termination of this Agreement, each Performance Security, to the extent it has not been drawn upon as a result of a party’s non-performance of its obligations under this Agreement, shall be returned to the respective parties provided there are no outstanding disputes as to either party’s right to receive funds from the other party’s Performance Security pursuant to this Section 18.25 due to the other party’s non-performance.

18.26 Appropriation of Funds. All obligations of Licensor under this Agreement are subject to the appropriation by the City Council of such funds as may be necessary in order to enable performance of such obligations. If at any time during the Term the City Council does not appropriate such funds, Licensee shall have the right to terminate this Agreement in accordance with Paragraph 14 hereof and to recover provable damages incurred by Licensee under the Performance Security referred to in Section 18.25, but any such damages shall be limited to and not exceed the amount of the Performance Security.

18.27 Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

LICENSOR:

CITY OF ROANOKE, VIRGINIA

Witness:

By:

Mary F. Parker, City Clerk

Name:

SEAL

Title: City Manager

LICENSEE:

ARENA VENTURES, LLC

Witness:

By:

Name: Robert Criqui

Printed Name & Title

Title: Vice President

Appropriation of Funds Required
For This Agreement Certified:

Approved as to Form:

Director of Finance

City Attorney

Approved as to Execution:

Date

City Attorney

Exhibit A

League Standards

[See Attached]

Example of Reasonably Spaced Dates

[See Attached]

Roanoke Civic Center Rules and Regulations

[See Attached]

Schedule 6.3

Existing Ticket Service Provider Agreements

[See Attached]

Excluded Advertising Categories

Hard Liquor
Tobacco
Guns/Weapons
Illicit Drugs
Gambling related to sports books
Pornography
Political, Religious or Social Issues

Schedule 7.2

Existing Fixed Advertising Contracts

[See Attached]

Excluded Naming Rights Categories

Hard Liquor
Tobacco
Guns/Weapons
Illicit Drugs
Gambling related to sports books
Pornography
Political, Religious or Social Issues

Schedule 11.1

Licensors Additional Insureds

[To Come]

Licensee Additional Insureds

Arena Ventures, LLC, NBDL Enterprises, LLC, National Basketball Development League, LLC, National Basketball Association, SFX Concerts, Inc., SFX Entertainment, Inc., Clear Channel Communications, and their respective owners, partners, parents, subsidiaries and affiliates and their respective officers, directors, shareholders, agents, employees and representatives.

Addresses:

Arena Ventures, LLC, NBDL Enterprises, LLC, and National Basketball Development League, LLC, 100 Plaza Drive, Secaucus, New Jersey 07094, Attention: Robert Criqui

National Basketball Association, 645 Fifth Avenue, New York, New York 10022, Attention: Harvey Benjamin

SFX Concerts, Inc., SFX Entertainment, Inc. and Clear Channel Communications
c/o SFX Concerts, Inc., 650 Madison, Avenue, New York, New York 10022, Attention: Rodney Eckerman

Schedule 17.1

Pre-Existing Arena Contracts

[See Attached]

**Summary of Proposed License Agreement
Between the City of Roanoke And Arena Ventures, LLC
May 7, 2001**

Term of Contract:	5 years with option to renew for 5 years if mutually agreed upon by both parties. Arena Ventures may terminate after 3 years if paid attendance at NBDL games averages less than 4,500. If Arena Ventures terminates after 3 years, City to be reimbursed \$100,000 of Entertainment Acquisition Fee.								
Space Provided:	4,000 sq. ft office space, 500 sq. ft. storage space, home basketball team locker room and training room, coaches' and trainers' offices for the team for the duration of the Agreement, Arena on game days and event days and for practices as available.								
Event Guarantees:	<p>Arena Ventures annually provides a minimum of 26 basketball games in the National Basketball Development League and 28 entertainment events through SFX Entertainment.</p> <p>If SFX fails to provide the guaranteed number of entertainment events in any given year, they must pay the City of Roanoke \$1.50 per person for the amount of attendance that is less than 132,000 for entertainment events for that year.</p>								
Ticket Revenues:	City to sell tickets. Arena Ventures retains 100% of ticket revenues, net of Admissions Tax, for all Arena Ventures games and events.								
Financial Arrangements:	<p>Arena Ventures pays the City \$5,000 for each basketball game and \$7,500 plus 50 cents per paid admission for each entertainment event. Ancillary revenues for all Arena Ventures games or events will be split as follows:</p> <table><tr><td>Net Food & Beverage (includes Concessions and catering)</td><td>65% to Arena Ventures 35% to City of Roanoke</td></tr><tr><td>Facility Surcharge</td><td>First \$500 per event to City of Roanoke, then 65% to City of Roanoke 35% to Arena Ventures</td></tr><tr><td>Merchandise</td><td>100% to Arena Ventures for NBDL games (handled completely by Arena Ventures), 50% to City of Roanoke and 50% to Arena Ventures of net merchandise for SFX Events.</td></tr><tr><td>Admissions Tax</td><td>100% to City of Roanoke</td></tr></table>	Net Food & Beverage (includes Concessions and catering)	65% to Arena Ventures 35% to City of Roanoke	Facility Surcharge	First \$500 per event to City of Roanoke, then 65% to City of Roanoke 35% to Arena Ventures	Merchandise	100% to Arena Ventures for NBDL games (handled completely by Arena Ventures), 50% to City of Roanoke and 50% to Arena Ventures of net merchandise for SFX Events.	Admissions Tax	100% to City of Roanoke
Net Food & Beverage (includes Concessions and catering)	65% to Arena Ventures 35% to City of Roanoke								
Facility Surcharge	First \$500 per event to City of Roanoke, then 65% to City of Roanoke 35% to Arena Ventures								
Merchandise	100% to Arena Ventures for NBDL games (handled completely by Arena Ventures), 50% to City of Roanoke and 50% to Arena Ventures of net merchandise for SFX Events.								
Admissions Tax	100% to City of Roanoke								

City provides:	Arena, basic setup, front of the house staffing (ticket takers, ushers, door guards, security), box office services including ticket sales.
City pays:	Entertainment Acquisition Fee of \$250,000, payable in 3 yearly payments (average cost of \$50,000 per year for length of Agreement).
Arena Ventures pays:	Stage and back of the house security, stagehands, backstage and event catering, equipment and other items required by Arena Ventures
Advertising Rights:	Arena Ventures has exclusive rights to the sale of all permanent display advertising, facility naming rights, luxury suites (if built) and Personal Seat Licenses. Arena Ventures will receive a 20% commission on all sales, with the remainder after expenses to be split 50% to City of Roanoke and 50% to Arena Ventures. Arena Ventures receives 100% of revenues from the sale of temporary advertising for NBDL and SFX events.
Capital Improvements:	City of Roanoke is required to make capital improvements not to exceed \$3 million. Improvements include office space, locker rooms and team facilities, new basketball floor, ice floor cover, arena lighting system, working press area, storage areas, electrical upgrades, and half house curtain.
Performance Security:	Arena Ventures provides the City of Roanoke with a performance bond or letter of credit in the amount of \$250,000. City of Roanoke provides Arena Ventures with a similar performance bond or letter of credit. The performance security will provide security for each party's performance of the agreement and also will allow Arena Ventures to recover damages if the City fails to fund its obligations under the Agreement.
Scheduling of Events:	Arena Ventures is guaranteed 50% of the available Fridays or Saturdays for basketball, with a minimum of 12 such days the first two years of the agreement, and a minimum of 18 such days the last three years of the agreement. There are no specific date guarantees provided to SFX for entertainment events.
Indemnity:	License Agreement provides for mutual indemnity provision by both parties.

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License Fees	\$ 426,000
Admission Tax	223,166
Facility Fees	154,050
Merchandise Fees	52,376
Concessions	121,707
Ticketing	23,700
Display Advertising	100,000
Current Revenue Reduced	<u>(179,167)</u>
	\$ 921,832

Projected Expenses

Staffing Reimbursements	\$ 273,000
Setups/Changeovers	145,000
Clean-up	54,510
Parking Lot Staffing	27,724
Utilities	29,000
Box Office Expense	11,600
Cost of Performance Bond	2,500
Entertainment Acquisition Fee	<u>50,000</u>
	\$ 593,334

Net Annual Income **\$ 328,498**

Roanoke Civic Center Commission
Regular Commission Meeting Report

May 7, 2001

Honorable Ralph K. Smith, Mayor, and Members of City Council
Roanoke, Virginia

Dear Mayor and Members of Council

Subject: Arena Ventures, LLC License Agreement Regarding
 The Roanoke Civic Center

At the Roanoke Civic Center Commission (Commission) meeting held on April 16, 2001, the Commission authorized the Chair to sign a letter to Roanoke City Council recommending the execution of a License Agreement between the City of Roanoke and Arena Ventures, LLC, after consultation with the Director of Civic Facilities and City Manager regarding a final License Agreement to be reached between the parties.

I have discussed the final License Agreement with the Director of Civic Facilities and the City Manager and received their favorable recommendation. On behalf of the Commission, I recommend to Roanoke City Council that the City enter into a License Agreement that contains substantially similar terms as those described by the Director of Civic Facilities to the Commission at its meeting on April 16, 2001.

Sincerely,

Calvin Johnson
Chairman

C: Members of the Civic Center Commission
 Darlene L. Burcham, City Manager
 William M. Hackworth, City Attorney
 James M. Grisso, Director of Finance
 James M. Evans, Director of Civic Facilities

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to enter into a License Agreement between the City of Roanoke and Arena Ventures, LLC, that will provide for use of the Civic Center Coliseum and certain related facilities by Arena Ventures to provide a certain number of National Basketball Development League (NBDL) games and a certain number of events produced by SFX Concerts, Inc., in the coliseum over a five year period and that will require the City to make certain improvements to the coliseum and to provide certain office space and other space to Arena Ventures for use during the term of the License Agreement; to authorize the payment to Arena Ventures of an entertainment acquisition fee and to authorize other financial arrangements in connection with the License Agreement with Arena Ventures; to authorize the City Manager to take such further action and execute such documents as may be reasonably necessary to provide for the implementation and administration of the License Agreement; authorizing the City Clerk to advertise a public hearing on the issuance of bonds; and dispensing with the second reading of this Ordinance.

WHEREAS, the Council of the City of Roanoke has held a public hearing on this matter after proper advertisement of such hearing, all as required by §§15.2-1800, et seq., of the Code of Virginia (1950), as amended.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City Manager and the City Clerk are authorized to execute and attest, respectively, a License Agreement between the City and Arena Ventures, LLC, upon certain terms and conditions as

set forth in the attachment to the City Manager's letter to this Council dated May 7, 2001. The License Agreement is to be in a form substantially similar to the one attached to such letter, in a form approved by the City Attorney, and subject to appropriation of necessary funds by Council.

2. The City Manager is further authorized to take such action and execute such documents as may be reasonably necessary to provide for the implementation and administration of such License Agreement.

3. By adoption of this Ordinance, City Council hereby expresses its intent to provide funds for the \$3 million amount referred to in the License Agreement for capital improvements to the Roanoke Civic Center Facilities through the issuance of General Obligation Bonds under the Public Finance Act, without referendum, subject to final authorization for the issuance of the bonds after holding a public hearing thereon, and the adoption of an appropriate measure or measures.

4. Council hereby authorizes the payment of the entertainment acquisition fee referred to in the License Agreement in the amount of \$250,000, payable over a period of three years, subject to the other terms of this Ordinance, and authorizes the City Manager and Director of Finance to take such action as may be necessary for payment of such fee.

5. Council further authorizes the financial arrangements set forth and described in the City Manager's letter and as set forth in more detail in the License Agreement attached to such letter, including the right of Arena Ventures to sell permanent display advertising, facility naming rights, luxury suites (if built), and personal seat licenses as described in such License Agreement and subject to the terms set forth therein.

6. Council further authorizes the City Manager to take such action as may be necessary to provide a performance security as referred to in such License Agreement.

7. The City Clerk is authorized to advertise for a public hearing to be held on June 4, 2001, or at such other time as the City Manager may deem appropriate, before City Council for the purpose of receiving citizen input on the issuance of \$3 million in bonds under the Public Finance Act, §§15.2-2600, et seq., Code of Virginia (1950), as amended.

8. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this Ordinance by title is hereby dispensed with.

ATTEST:

City Clerk

REGULAR WEEKLY SESSION-----ROANOKE CITY COUNCIL

April 16, 2001

2:00 p.m.

The Council of the City of Roanoke met in regular session on Monday, April 16, 2001, at 2:00 p.m., the regular meeting hour, in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor Ralph K. Smith presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended.

PRESENT: Council Members William H. Carder, C. Nelson Harris, W. Alvin Hudson, Jr., William White, Sr. (arrived late), Linda F. Wyatt, William D. Bestpitch and Mayor Ralph K. Smith-----7.

ABSENT: None-----0.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; James D. Grisso, Director of Finance; and Mary F. Parker, City Clerk.

The meeting was opened with a prayer by The Reverend Carl T. Tinsley, Pastor, First Baptist Church of Buena Vista.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Ralph K. Smith.

CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, that item would be removed from the Consent Agenda and considered separately. He called specific attention to three requests for Closed Meetings to discuss a matter with regard to expansion of an existing business where no previous announcement of the interest of the business in expanding its facilities in the City has been made; to discuss a matter with regard to acquisition of real property for

public purposes; and to discuss personnel matters with regard to vacancies on various authorities, boards, commissions and committees appointed by Council.

MINUTES: Minutes of the regular meeting of Council held on Monday, April 2, 2001, were before the body.

(For full text, see Minutes on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that the reading of the Minutes be dispensed with and that the Minutes be approved as recorded. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

COMMITTEES-COUNCIL: A communication from Mayor Ralph K. Smith requesting that Council convene in a Closed Meeting to discuss personnel matters relating to vacancies on various authorities, boards, commissions and committees

appointed by the Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended, was before the body.

(For full text, see communication on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that Council concur in the request of the Mayor to convene in a Closed Meeting to discuss personnel matters relating to vacancies on various authorities, boards, commissions and committees appointed by the Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

CITY MANAGER-COUNCIL: A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss a matter with regard to expansion of an existing business where no previous announcement of the interest of the business in expanding its facilities in the City has been made, pursuant to Section 2.1-344 (A)(5), Code of Virginia (1950), as amended, was before the body.

(For full text, see communication on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that Council concur in the request of the City Manager to convene in a Closed Meeting to discuss a matter with regard to expansion of an existing business where no previous announcement of the interest of the business in expanding its facilities in the City has been made, pursuant to Section 2.1-344 (A)(5), Code of Virginia (1950), as amended. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6

NAYS: None-----0.

(Council Member White was absent.)

PURCHASE/SALE OF PROPERTY–COUNCIL: A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss a matter with regard to acquisition of real property for public purposes, pursuant to Section 2.1-344 (A)(3), Code of Virginia (1950), as amended, was before the body.

(For full text, see communication on file in the City Clerk’s Office.)

ACTION: Mr. Harris moved that Council concur in the request of the City Manager to convene in a Closed Meeting to discuss a matter with regard to acquisition of real property for public purposes, pursuant to Section 2.1-344 (A)(3), Code of Virginia (1950), as amended. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

HEALTH DEPARTMENT-LEASES-CITY PROPERTY: A communication from the City Manager advising that Lease Agreements with the State Department of Health for use of City properties located at 515 and 530 8th Street (Official Tax Nos. 1113111 and 1113210) known as the Health Center Building and the Health Center Annex have been in place since 1968 and 1979, respectively; current leases will expire on June 30, 2001; the lessee has requested a new lease to include both buildings, containing approximately 20,000 square feet, at a rate of \$38,950.00 per quarter, for a total lease fee of \$467,400.00, for a term of three years ending June 30, 2004, with a three-month cancellation provision; and the lessee has declared its intent to utilize the cancellation provision upon completion of the proposed new facility, was before Council.

The City Manager recommended that she be authorized to advertise a public hearing and, lacking any comments to the contrary, execute a new lease with the State Department of Health for properties located at 515 and 530 Eighth Street, S. W., for a term of three years.

(For full text, see communication on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that Council concur in the recommendation of the City Manager. The motion seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

DIRECTOR OF FINANCE-DELINQUENT TAXES: A report of the Director of Finance advising that as a part of the City's ongoing efforts to collect delinquent real estate taxes, an advertisement was placed in The Roanoke Times on Monday, April 16, 2001, containing a list of those properties that remain unpaid from the list approved for tax sale by Council on February 5, 2001, was before Council.

(For full text, see report on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that the report be received and filed. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

DIRECTOR OF FINANCE-BONDS/BOND ISSUES: A report of the Director of Finance advising that the City recently reached the five year anniversary of the issuance of its 1996 General Obligation Bonds; as a result, \$266,571.00 was remitted to the Internal Revenue Service last week, representing payment of arbitrage rebate liability; under regulations issued by the IRS in 1993, the City is required to remit excess earnings on investments related to the \$31.1 million 1996 bond proceeds over that amount which would have been earned if those investments were invested at a rate equal the bond yield which is approximately 4.91 per cent, while the return on investments experienced by the City was approximately 5.28 per cent over the five year period ended February 1, 2001; and City earnings during that time totaled approximately \$3,347,000.00, was before Council.

(For full text, see report on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that the report be received and filed. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

COMMITTEES-SPECIAL EVENTS: A communication from Catherine Fox tendering her resignation as a member of the Special Events Committee, effective immediately, was before Council.

(For full text, see communication on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that the communication be received and filed and that the resignation be accepted. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

COMMITTEES-ROANOKE ARTS COMMISSION: A communication from Matt Kennell tendering his resignation as a member of the Roanoke Arts Commission, effective immediately, was before Council.

(For full text, see communication on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that the communication be received and filed and that the resignation be accepted. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

**OATHS OF OFFICE-COMMITTEES-COMMUNITY PLANNING-
HOUSING/AUTHORITY-ROANOKE ARTS COMMISSION:** The following reports of
qualification were before Council:

**S. Wayne Campbell as a member of the City Planning
Commission for a term ending December 31, 2004;**

**Carolyn M. Bumbry, James W. Burks, Jr., and H. Victor
Gilchrist as Commissioners of the Roanoke
Redevelopment and Housing Authority for terms ending
August 31, 2004; and**

**Robert Humphreys as a member of the Roanoke Arts
Commission to fill the unexpired term of Ann D. Masters,
resigned, ending June 30, 2001.**

(See Oaths or Affirmations of Office on file in the City Clerk's Office.)

ACTION: Mr. Harris moved that the report of qualification be received and filed. The
motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

REGULAR AGENDA

HEARING OF CITIZENS UPON PUBLIC MATTERS:

TAXICABS AND FOR-HIRE VEHICLES: C. R. Sisson, representing Liberty Cab Company, spoke in support of the requirement for installation of safety shields in all taxicabs operating in the City of Roanoke. He called attention to a recent incident in which a taxicab driver was wounded and the situation might have been avoided if a safety shield had been installed. He stated that taxicab drivers are many times more likely to be injured, assaulted or murdered than persons in other types of professions. He advised that the Occupational Safety and Health Administration and the Secretary of Labor have proposed a ten point program that would eliminate the epidemic of attacks on taxicab drivers and safety shields is at the top of the list. He called attention to a 1995 study of the New York Taxicab and Limousine Service

Commission which compares taxicab drivers driving shielded versus those driving unshielded vehicles, and the study revealed that a driver in an unshielded cab is 20 times more likely to be assaulted, injured or murdered than a driver in a shielded vehicle, and the study resulted in a New York law requiring that all taxicabs be equipped with safety shields. He noted that installation of safety shields in all taxicabs in the Roanoke Valley will not only add to the safety of the drivers, but it will help to attract the right kind of drivers. He advised that in the near future, he will present a proposed ordinance for consideration by the City requiring the installation of safety shields in all taxicabs operating in the City of Roanoke.

Without objection by Council, the Mayor advised that the remarks of Mr. Sisson would be received and filed.

PETITIONS AND COMMUNICATIONS:

CITY TREASURER-TAXES: David C. Anderson, City Treasurer, addressed Council with regard to the City's personal property tax billing for the year 2001. He advised that while it has been the procedure for many years to mail personal property tax bills and offer decals for sale on April 15, because of the confusion regarding the tax relief percentage this year, the City has not prepared its personal property tax bills. He explained that the percentage reduction has been projected to be 70 per

cent in 2001; preliminary testing shows the City's gross personal property billing of approximately \$26 million, with tax relief representing approximately \$71.8 million included in the gross; should the City bill its citizens based on the 70 per cent and should the 70 per cent change, total billing would be incorrect; the Tax Relief Law of 1998 requires the citizen to pay his or her portion before the Treasurer can request reimbursement from the Commonwealth of Virginia; the City's computer program does not allow the tax relief percentage to be changed once the billing has been prepared; total preparation of the City's billing cycle takes approximately eight working days, even though State law requires only 14 days for a billing, and citizens should have at least 30 days to pay their personal property tax and purchase new decals.

Mr. Anderson advised that given these conditions, it may be necessary to extend the City's due date for personal property taxes and decals for the year 2001 only, and requested the option of addressing Council at a May City Council meeting to establish a new due date for both personal property taxes and decals, if necessary. He stated that both the City Manager and the Director of Finance concur in his request.

Without objection by Council, the Mayor advised that the remarks of Mr. Anderson would be received and filed.

BUDGET-ROANOKE VALLEY RESOURCE AUTHORITY: A communication from John R. Hubbard, Chief Executive Officer, Roanoke Valley Resource Authority, transmitting the Resource Authority's Annual Budget for Fiscal Year 2001-02, totaling \$8,323,525.00 which represents an increase of four per cent over the current 2000/2001 budget, with tipping fee rates remaining the same for commercial users and reduced for Charter Members, was before Council.

It was advised that pursuant to the Member Use Agreement, the Resource Authority's 2001/2002 annual budget is submitted for approval by Council.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Harris offered the following resolution:

(#35272-041601) A RESOLUTION approving the annual budget of the Roanoke Valley Resource Authority for Fiscal Year 2001-2002, upon certain terms and conditions.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35272-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

At this point, Council Member White entered the meeting.

REPORTS OF OFFICERS:

CITY MANAGER:

BRIEFINGS:

BUDGET: The City Manager presented the proposed fiscal year 2001-02 fiscal year budget for the City of Roanoke which is the culmination of approximately four and one half months of work by City staff. She presented a \$191 million balanced budget, representing a 3.9 per cent increase over fiscal year 2000-01, which budget was balanced largely with local revenue growth and re-engineering activities by City departments, and growth in state revenues was approximately one-fourth of what the City normally receives. She stated that initiatives proposed for funding include enhancements to service delivery in a number of key priority areas for the City which include public education, public safety, neighborhood and the environment. From an immediate standpoint, if the proposed budget is approved, she advised that there will be an initiative to take vehicles home by public safety officers residing in the City,

i.e. police officers; enhanced recycling; composting; a program to conserve and protect the environment; additional staff resources committed to code enforcement and neighborhood activities such as paving, street lights, curb and gutter; more grants to neighborhoods through HUD and General Fund programs and more HUD money to meet community needs. She stated that the budget also stresses water conservation, and advised that the City's current policy tends to reward those who use large amounts of water rather than those who conserve; therefore, the proposed budget suggests that steps be taken to address the issue. On a long term basis, she added that the proposed budget seeks to promote aggressive marketing of the City of Roanoke by taking advantage of tourism for the benefit of the community, an ambitious capital improvements program is proposed and in excess of \$2 million is being dedicated, either in cash or debt service, for a preliminary capital program that was discussed by Council in March 2001, and there are significant efforts to create capital improvement plans for the City's ageing infrastructure.

The City Manager advised that Council will hold a formal public hearing on the proposed budget on Monday, April 23, 2001, at 7:00 p.m., at the Roanoke Civic Center Exhibit Hall, work sessions will follow on April 25 and 26, and adoption of the budget is proposed for Monday, May 7 at the 2:00 p.m. (The meeting hour was later changed to 3:15 p.m.) She stated that the budget now becomes the City Council's budget for review and recommended adjustments as Council deems necessary. She explained

that following adoption of the budget on May 7, City staff will return to Council during the month of June with the capital improvement program which is a separate document. She asked that Council identify those issues that are of particular concern as soon as possible so that City staff can address those items during the budget study work sessions.

Without objection by Council, the Mayor advised that the proposed budget would be referred to fiscal year 2001-02 budget study for consideration.

ITEMS RECOMMENDED FOR ACTION:

CITY CODE-WATER RESOURCES: The City Manager submitted a communication advising that Council adopted the Carvins Cove Land Use Plan on May 15, 2000; also adopted was an ordinance to amend the City Code permitting certain types of recreational activities at the Carvins Cove Reservoir, including hiking, bicycling, horseback riding, picnicking, fishing, boating, and use of gasoline boat motors not to exceed ten horsepower; and additional revisions to the City Code need to be adopted to be congruent with the May 15 ordinance, as follows:

1. Article I in general - The City's Water Department has been renamed the City's Water Division.
2. Article II - Council previously approved changing the name of Carvins Cove to Carvins Cove Natural Reserve as suggested in the Carvins Cove Land Use Plan.
3. Section 35-16 – This section of the Code states that people can visit the dam at Carvins Cove Natural Reserve via State Route No. 815 for the purpose of obtaining general views of the dam. Parking is prohibited by the Virginia Department of Transportation on State Route 815 and no parking is available at

the end of State Route 815; therefore, the route needs to be removed as a source for visiting the dam.

4. Sections 35-70 (a) and (b), 35-22, and 35-56 use the phrase one hour after sunset to one hour before sunrise, which is confusing when enforcing these sections of the Code during summer and winter months of operation. To clarify City Code sections, the specific dates and hours of operation should be defined.
5. Section 35-46 – Council previously approved only gasoline motors, ten horsepower and under, to be used at Carvins Cove Natural Reserve as recommended in the Carvins Cove Land Use Plan.
6. Sections 35-47 and 35-50 – Boats have previously been allowed to remain on the reservoir after hours; however, this cannot be allowed because of City liability.

The City Manager recommended that Council approve policy changes as above set forth through City Code amendments to ensure that all sections of the City Code are congruent.

(For full text, see report on file in the City Clerk's Office.)

Ms. Wyatt offered the following ordinance and dispensing with the second reading of the title paragraph:

(#35273-041601) AN ORDINANCE amending and reordaining Sec. 35-1, Rules and regulations for operation of water department, of Division I, Generally, of Article I, In General; Sec. 35-14, Application of article; definition, Sec. 35-15, Violations of article, Sec. 35-16, Designation and use of restricted area, Sec. 35-17, Designation and general use of recreational area, Sec. 35-19, Commercial activities, Sec. 35-20, Entering or remaining in watershed area prohibited during certain hours, Sec. 35-22, Fishing, Sec. 35-23, Swimming prohibited, Sec. 35-24, Picnicking, Sec. 35-25, Fires generally, Sec. 35-26, Smoking or lighting flame on pier, Sec. 35-27, Littering, Sec. 35-28, Domestic animals not to run at large, and Sec. 35-30, Possession or discharge of firearms, of Division 1, Generally, of Article II, Carvins Cove Area; Sec. 35-42, Generally, Sec. 35-43, City not responsible for boats, Sec. 35-44, Boat permits and certificates, Sec. 35-46, Limitation on length of boat and size of motor, Sec. 35-47, Metal boats to have adequate air chambers, Sec. 35-50, Mooring; dockage space, and Sec. 35-56, Operation of boat at night, of Division 2, Boating, of Article II, Carvins Cove Area; adding a new section to be entitled Sec. 35-29, Hiking, biking and horseback

riding, of Division 1, Generally, of Article II, Carvins Cove Area; and repealing Sec. 35-57, Special boating privileges, of Division 2, Boating, of Article II, Carvins Cove Area, of Chapter 35, Water, of the Code of the City of Roanoke (1979), as amended, to provide for the renaming of the Carvins Cove area, to permit additional uses of the Carvins Cove area, to regulate such uses to ensure the protection of the potable water supply for the general public's health, safety and welfare; and dispensing with the second reading of the title of this ordinance.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Ms. Wyatt moved the adoption of Ordinance No. 35273-041601. The motion was seconded by Mr. Harris and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

**CITY CODE-DRUGS/SUBSTANCE ABUSE-CITY PROPERTY-FEE
COMPENDIUM-PARKS AND RECREATION: The City Manager submitted a communication advising that special events have become an important asset to the Roanoke community, many of which are held in Roanoke parks or plazas; for certain events, attendance and patron enjoyment are increased when alcoholic beverages are available; City Code §26-97, Possession or consumption of alcoholic beverages, Article IV, Parks, Chapter 24, Public Buildings and Property, prohibits possessing or drinking alcohol in any City park; and a proposed ordinance amending §26-97 would provide for possession or consumption of alcoholic beverages pursuant to conditions of a City Manager issued Alcohol Permit for the following locations: Elmwood Park, Mill Mountain Park, Century Square, First Union Plaza, and Mountain View.**

It was further advised that under the revised ordinance, only 501(c), nonprofit organizations, would be allowed to apply for an Alcohol Permit; issuance of the permit would be conditioned on the applicant also having received a permit or license

from the State ABC Board and, providing evidence of appropriate insurance; and in addition, the amendment would create a \$50.00 fee for the City's issuance of the Alcohol Permit and a \$500.00 damage/clean-up deposit.

It was explained that rationale for inclusion of each of the proposed locations is as follows:

Elmwood Park is a key festival area for the City and alcohol is currently served just outside the boundaries of the park during some festivals. Enactment of the proposed amendment would allow festival organizers to place the area where alcohol can be consumed closer to the entertainment. (An example is Taste of the Blue Ridge Blues and Jazz Festival.)

The Discovery Center, located in Mill Mountain Park, when opened, will be available for rental and with its location in the City's signature park, it is an ideal location for small-scale entertainment. Mill Mountain Park is also a desirable location for festivals.

Century Square, First Union Plaza, and Mountain View are also great locations for after-hours activities, business functions, and fund raising events. Alcohol is currently permitted at these three locations because

in the past these properties were not considered to be parks by the Department of Parks and Recreation.

The City Manager recommended that Council adopt an ordinance amending and reordaining §24-97, Possession or consumption of alcoholic beverages, Article IV, Parks, Chapter 24, Public Buildings and Property; and amend the Fee Compendium to reflect the new fee of \$50.00 for an Alcohol Permit and the refundable damage/clean-up deposit of \$500.00.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Carder offered the following emergency ordinance:

(#35274-041601) AN ORDINANCE amending and reordaining §26-97, Possession or consumption of alcoholic beverages, of Article IV, Parks, of Chapter 24, Public Buildings and Property Generally, of the Code of the City of Roanoke (1979), as amended, by adding new subsections (a) and (b), to provide for possession or consumption of alcoholic beverages in Elmwood Park, Century Square at Church Avenue, S. E., across from Fire Station No. 1, Mill Mountain Park, Mountain View and First Union Plaza at Market Street, S. E., adjacent to the Market Square Walkway; amending the City's Fee Compendium to establish a fee in

connection with the City's issuance of an Alcohol Permit and a requirement of posting a refundable deposit; and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Carder moved the adoption of Ordinance No. 35274-041601. The motion was seconded by Mr. Bestpitch and adopted by the following vote:

AYES: Council Members Carder, White, Wyatt, Bestpitch, and Mayor Smith-----
-----5.

NAYS: Council Members Harris and Hudson-----2.

CITY CODE-BUILDINGS/BUILDING DEPARTMENT: The City Manager submitted a communication advising that the Virginia Building Maintenance Code was revised by the State in September, 2000; among certain changes was the deletion of a locality's authority to demolish or board up buildings (except in emergencies), unless the locality has adopted authority under other provisions of the Code of Virginia; if the property owner does not do so, the City of Roanoke has authority under Section 15.2-906 of the Code of Virginia to demolish, repair or board up a structure that might endanger public health or safety; and the City may recover its costs by billing the property owner and placing a lien against the property.

It was further advised that the Code of the City of Roanoke (1979), as amended, needs to be modified to ensure that the City continues to have authority to board up and demolish unsafe structures and to perform repairs on unsafe deteriorating structures when the property owner does not do so.

The City Manager recommended that Council adopt an ordinance amending Section 7-2, Code of the City of Roanoke (1979), as amended, to authorize removal, repair or securing of unsafe structures, as authorized by Section 15.2-906, Code of Virginia (1950), as amended.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Carder offered the following emergency ordinance:

(#35275-041601) AN ORDINANCE amending Section 7-2, Recovery of cost when city removes, repairs, or secures unsafe building, of Chapter 7, Building Regulations, of the Code of the City of Roanoke (1979), as amended, to provide for the recovery of costs when the city removes, repairs or secures buildings, walls, or other structures which might endanger the public health or safety; and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Carder moved the adoption of Ordinance No. 35275-041601. The motion was seconded by Mr. Harris and adopted by the following vote:

**AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch,
and Mayor Smith-----7.**

NAYS: None-----0.

PARKS AND RECREATION-CAPITAL IMPROVEMENTS PROGRAM: The City Manager submitted a communication advising that Council appropriated Capital Improvement Projects (CIP) funds on August 21, 2000, for replacement of outdated playground equipment in various City parks, including \$782,000.00 to Account No. 008-620-9735-9001; and five bids were received and evaluated by City staff, with Cunningham Associates, Inc., submitting the low bid meeting required specifications, at a total cost of \$636,515.20 for upgrading 19 City parks.

The City Manager recommended that she be authorized to accept the bid of Cunningham Associates, Inc., for playground equipment and surfacing for 19 City parks, at a total cost of \$636,515.20, and that all other bids received by the City be rejected.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Harris offered the following resolution:

(#35276-041601) A RESOLUTION authorizing the acceptance of a bid and execution of a contract with Cunningham Associates, Inc., for the provision of playground equipment and surfacing for nineteen (19) City parks, upon certain terms and conditions, and rejecting other bids received.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35276-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

PARKS AND RECREATION: The City Manager submitted a communication advising that Parks and Grounds currently has the responsibility, with the use of City employees, for cleaning City Parks restrooms; with the need for improved services, improved safety factors and the ability to meet customer needs, the City has sought responsible firms to provide bids to furnish this service; specifications were developed and an invitation to bid was sent to nine providers; two bids were received

and evaluated and Clean Sweep of the Roanoke Valley, Inc., was the lowest bidder meeting all specifications at a cost of \$65,425.00 annually.

The City Manager recommended that she be authorized to enter into a contract, in a form approved by the City Attorney, with Clean Sweep of the Roanoke Valley, Inc., for cleaning of restrooms in City parks for one year, with the option by both parties, in writing, to renew for four additional one-year periods, and that all other bids received by the City be rejected.

(For full text, see communication on file in the City Clerk's Office.)

Council Members White and Wyatt raised questions and expressed concerns regarding the need for background checks on persons engaged in providing the service, the frequency of cleaning restrooms, and supervision of personnel; whereupon, Mr. White moved that the matter be tabled pending additional information from the City Manager. The motion was seconded by Mr. Hudson and unanimously adopted. (See additional action on pages 46 - 47.)

CITY SHERIFF-EQUIPMENT: The City Manager submitted a communication advising that the City Sheriff's Office and Jail has radio equipment that has served its useful life and is no longer economically advisable to repair; original portable

radios were purchased in 1995 and the repeater in 1985, and this equipment is no longer manufactured and repair parts are expensive and difficult to locate; manufacturers of the equipment have advised that once their parts supply is depleted, they will be unable to restock; and it is important that the system be replaced because it provides the “man down” security feature for departmental personnel while on duty.

It was further advised that bids were solicited for replacement of the radio system; four bids were received and evaluated with Kane’s Communication System, Inc., submitting the low bid and meeting the required specifications.

The City Manager recommended that she be authorized to accept the bid of Kane's Communication Systems, Inc., for portable radios and accessories, at a cost of \$165,701.11, and reject all other bids received by the City.

(For full text, see report on file in the City Clerk's Office.)

Mr. Harris offered the following resolution:

(#35277-041601) A RESOLUTION accepting the bid of Kane's Communication Systems, Inc., for the purchase of portable radios and accessories for the City Sheriff's Office and Jail, upon certain terms and conditions; and rejecting all other bids made for such items.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35277-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

COMMUNICATIONS DEPARTMENT-TELEPHONE EQUIPMENT: The City Manager submitted a communication advising that the City currently has approximately 2,500 Centrex telephone lines that include the Roanoke City School System and the City administration; an Invitation for Bid for long distance network was issued on January 26, 2001, since the current contract with OneStar Long Distance, Inc., expired on January 21, 2001, and the City is currently operating on a month-to-month contract; two bids were received and evaluated, however, they did not meet City specifications as set forth in the Invitation for Bid.

It was further advised that following the bid committee's evaluation, other alternatives were investigated with regard to long distance networking; the Commonwealth of Virginia has a new COVANET contract for voice and data network, and the contract, as procured by the State, provides that local governments may participate; the arrangement has no terms or volume requirements, only necessitating a month-to-month agreement, which would be to the City's advantage since the industry is in constant change and with the City's current telephone system bid in process; prices through the State Contract are confirmed at a guaranteed rate until June, 2001, at which time contract prices will decrease; and funding is available in operating accounts to cover the cost of the service.

The City Manager recommended that Council reject all bids received by the City for long distance network services and authorize the City Manager to sign all necessary forms and agreements with the Department of Information Technology (DIT), a State agency, to use the COVANET service at rates not to exceed the current rates plus five per cent.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Harris offered the following resolution:

(#35278-041601) A RESOLUTION rejecting all bids to provide long distance network service.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35278-041601. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

Mr. Harris offered the following resolution:

(#35279-041601) A RESOLUTION authorizing the purchase of certain services for long distance network service by utilizing the Commonwealth of Virginia's contract with a certain vendor; and authorizing the proper City officials to execute the requisite agreements for such service.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35279-041601. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

BUDGET-CMERP-EQUIPMENT: The City Manager submitted a communication advising that on October 2, 2000, Council concurred in funding recommendations for

the fiscal year 2000-2001 Capital Maintenance and Equipment Replacement Program (CMERP); CMERP is used to fund equipment purchases, maintenance and other one-time priority purchases; and approval by Council is required for appropriation of funds from CMERP to various accounts to provide for acquisition of the following:

Street Lighting - Peters Creek Road Lighting - \$60,000.00

To provide for street lighting on a portion of Peters Creek extension that was not included in the original project.

Municipal Building - Upgrade to Alarm System - \$37,200.00

To provide for acquisition of an upgrade to the current fire alarm system with 15 additional audible-visual devices and replacement of 26 audible devices with audible-visual devices.

The City Manager recommended that Council adopt an ordinance appropriating \$97,200.00 to departmental accounts, as follows:

\$60,000.00 to an account in the Capital Projects Fund to be established by the Director of Finance.

\$37,200.00 to Signals & Alarms, Account No. 001-530-4160-3050.

(For full text, see communication on file in the City Clerk's Office.)

Mr. Harris offered the following emergency ordinance:

(#35280-041601) AN ORDINANCE to amend and reordain certain sections of the 2000-2001 General and Capital Projects Funds Appropriations, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Harris moved the adoption of Ordinance No. 35280-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

CITY ATTORNEY:

CITY CODE-COMMITTEES-SCHOOLS-WATER RESOURCES-TAXES: The City Attorney submitted a written report as a follow up to Council's directive of April 2, 2001, with regard to recommendations made by a committee appointed by Council to review and submit recommendations in connection with certain restructuring of City Council appointed authorities, boards, commission, and committees.

The City Attorney further advised that in order to implement certain proposals, three ordinances and a resolution were submitted, one of which would discontinue the City Investment Committee and another the Water Resources Committee, the third ordinance would change the procedure for electing Trustees to the Roanoke City School Board to eliminate the requirement that a public reception be held for

School Board applicants, and a resolution would discontinue various other committees and appointments made by Council, including the Economic Development Commission and the Revenue Study Commission.

(For full text, see report on file in the City Clerk's Office.)

Mr. Harris offered the following emergency ordinance:

(#35281-041601) AN ORDINANCE amending Chapter 2, Administration, Article XIV, Authorities, Boards, Commissions and Committees Generally, Division II, Permanent Committees, of the Code of the City of Roanoke (1979), as amended, by repealing §2-302, City Investment Committee; and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Harris moved the adoption of Ordinance No. 35281-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

Mr. Harris offered the following emergency ordinance:

(#35282-041601) AN ORDINANCE amending Chapter 2, Administration, Article XIV, Authorities, Boards, Commissions and Committees Generally, Division II, Permanent Committees, of the Code of the City of Roanoke (1979), as amended, by repealing Section 2-300, Water Resources Committee; and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Harris moved the adoption of Ordinance No. 35282-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

Mr. Harris offered the following emergency ordinance:

(#35283-041601) AN ORDINANCE amending Article II, Procedure for Election of School Trustees, of Chapter 9, Education, of the Code of the City of Roanoke (1979), as amended, by repealing subsection (a) of §9-19, Preliminary screening of candidates, to eliminate the requirement of holding a public reception for School Board applicants, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Harris moved the adoption of Ordinance No. 35283-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

Mr. Harris offered the following resolution:

(#35284-041601) A RESOLUTION discontinuing certain Council-appointed commissions and committees, and appointments by Council to certain committees.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35284-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

REPORTS OF COMMITTEES:

BUDGET-BRIDGES: Council Member W. Alvin Hudson, Jr., Chairperson, Bid Committee, presented a written report on behalf of the Committee, in connection with bids received by the City for a project consisting of various repairs to four City bridges: Franklin Road over Roanoke River, 13th Street over Tinker Creek, Mason Mill Road over Tinker Creek, and Read Road over the Norfolk Southern Railway.

The Bid Committee recommended that Council accept the bid of Lanford Brothers Co., Inc., in the amount of \$151,526.24 and 60 consecutive calendar days of contract time; that the Director of Finance be authorized to transfer \$150,000.00

from Transfer to Capital, Account No. 001-250-9310-9508, to existing Bridge Maintenance, Account No. 008-052-9549-9003.

The City Manager submitted a statement of concurrence in the recommendation of the Bid Committee.

(For full text, see report on file in the City Clerk's Office.)

Mr. Hudson offered the following emergency ordinance:

(#35295-041601) AN ORDINANCE to amend and reordain certain sections of the 2000-2001 Capital Projects Fund Appropriations, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Hudson moved the adoption of Ordinance No. 35295-041601. The motion was seconded by Mr. Harris and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

Mr. Harris offered the following resolution:

(#35285-041601) A RESOLUTION authorizing the acceptance of a bid and execution of a contract with Lanford Brothers Co., Inc., for making various repairs to four bridges within the City, upon certain terms and conditions.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35285-041601. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

PARKS AND RECREATION: Council Member W. Alvin Hudson, Jr., Chairperson, Bid Committee, presented a written report on behalf of the Committee, in connection with bids received by the City for ballfield improvements at Wasena Park - Field 2 and Fallon Park.

It was advised that Council appropriated \$493,253.00 of CIP funds on August 21, 2000, for renovations to City park softball/baseball fields, and Phase I of the program involves two fields: Wasena Park - Field 2 and Fallon Park; an invitation to bid was publicly advertised and three bids were received with Breakell, Inc., submitting the lowest responsive bid in the amount of \$135,187.00 (\$129,859.00 for the Base Bid and \$5,328.00 for Additive Bid Item No. 2 – to provide an eight foot wide warning strip at the base of the outfield fencing for both fields) and a construction time of 50 consecutive calendar days to complete the project.

The Bid Committee recommended that Council accept the bid of Breakell, Inc., in the amount of \$135,187.00 and 50 consecutive calendar days of contract time; and reject all other bids received by the City.

The City Manager submitted a statement of concurrence in the recommendation of the Bid Committee.

(For full text, see report on file in the City Clerk's Office.)

Mr. Hudson offered the following resolution:

(#35286-041601) A RESOLUTION authorizing the acceptance of a bid and execution of a contract with Breakell, Inc., for ballfield improvements at Wasena Park - Field 2 and Fallon Park, upon certain terms and conditions, and rejecting other bids received.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Hudson moved the adoption of Resolution No. 35286-041601. The motion was seconded by Mr. Harris and adopted by the following vote:

**AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch,
and Mayor Smith-----7.**

NAYS: None-----0.

UNFINISHED BUSINESS: NONE.

**INTRODUCTION AND CONSIDERATION OF ORDINANCES AND
RESOLUTIONS:**

**CITY MANAGER-CITY EMPLOYEES: Mr. Harris offered the following
resolution confirming the appointment of Rolanda A. Johson as Assistant City
Manager, effective May 1, 2001:**

(#35287-041601) A RESOLUTION confirming the City Manager's appointment of Rolanda A. Johnson as Assistant City Manager.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35287-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

CITY COUNCIL-YOUTH: Mr. Harris offered the following resolution changing the time and place of commencement of the regular meeting of City Council scheduled to be held at 12:15 p.m., on Monday, May 7, 2001 to 12:00 Noon, in the Grand Ballroom, Clarion Airport Roanoke, 2727 Ferndale Drive, N. W., with the 2:00 p.m. session on the same date to be held in the City Council Chamber of the Noel C. Taylor Municipal Building of the Municipal Building, 215 Church Avenue, S. W.:

(#35288-041601) A RESOLUTION changing the time and place of commencement of the regular meeting of City Council scheduled to be held at 12:15 p.m., on Monday, May 7, 2001.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35288-041601. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----7.

NAYS: None-----0.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:

BUDGET-PARKS AND PLAYGROUNDS-CMERP: Council Member Bestpitch called attention to a request to be submitted by Mill Mountain Zoo, Inc., for Capital Maintenance and Equipment Replacement Program funds for Mill Mountain Zoo upgrades, and asked that the matter be included in discussions regarding CMERP funding to be held later in the year.

OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:

COMPLAINTS-WATER RESOURCES: Mr. George Trent, 3622 Troutland Avenue, N. E., expressed concern that his water service was disconnected by the City because of non-payment when he was only one cycle behind in submitting payment. He also expressed concern that such a vital necessity of life can be so easily taken away from a citizen when water should be free.

At 2:55 p.m., the Mayor declared the meeting in recess for three closed sessions.

At 5:45 p.m., the meeting reconvened in the City Council Chamber, with all Members of the Council in attendance, except Mr. White, Mayor Smith presiding.

ACTION: **COUNCIL:** With respect to the Closed Meeting just concluded, Mr. Carder moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Mr. Bestpitch and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White left the meeting during the closed session.)

OATHS OF OFFICE-COMMITTEES-HOUSING/AUTHORITY: The Mayor advised that the term of office of E. Duane Howard, Elaina Loritts-Duckett, Nancy Canova, and Brenda Powell as members of the Fair Housing Board expired on March 31, 2001, and called for nominations to fill the vacancies.

Mr. Harris placed in nomination the name of Frank Feather.

Mr. Bestpitch placed in nomination the names of Bryan Grimes Creasy, Nancy Canova, and Brenda Powell.

There being no further nominations, Frank Feather and Bryan Grimes Creasy were appointed and Nancy Canova and Brenda Powell were reappointed as members of the Fair Housing Board for terms ending March 30, 2004, by the following vote:

**FOR MR. FEATHER, MR. CREASY, MS. CANOVA, AND MS. POWELL: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----
-----6.**

(Council Member White was absent.)

OATHS OF OFFICE-COMMITTEES-ROANOKE NEIGHBORHOOD PARTNERSHIP: The Mayor advised that the term of office of Mark Petersen as a member of the Roanoke Neighborhood Partnership Steering Committee will expire on November 30, 2001, and called for nominations to fill the vacancy.

Ms. Wyatt placed in nomination the name of James P. Armstrong.

There being no further nominations, James P. Armstrong was appointed as a member of the Roanoke Neighborhood Partnership Steering Committee to fill the unexpired term of Mark Petersen, resigned, ending November 30, 2001, by the following vote:

FOR MR. ARMSTRONG: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

(Council Member White was absent.)

OATHS OF OFFICE-COMMITTEES-CITY COUNCIL-SPECIAL EVENTS: The Mayor called attention to a request of the Special Events Committee that Council appoint a liaison member to the committee; whereupon, it was the consensus of Council that Vice-Mayor William H. Carder will serve in that capacity.

At 5:50 p.m., the Mayor declared the meeting in recess until 7:00 p.m.

On Monday, April 16, 2001, at 7:00 p.m., the Roanoke City Council reconvened in regular session in the City Council Chamber, fourth floor, Noel C. Taylor Municipal

Building, 215 Church Avenue, S. W., City of Roanoke, with the following Council Members in attendance, Mayor Smith presiding.

**PRESENT: Council Members William H. Carder, C. Nelson Harris, W. Alvin Hudson, Jr., Linda F. Wyatt, William D. Bestpitch, and Mayor Ralph K. Smith-----
-----6.**

ABSENT: Council Member William White, Sr.-----1.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; James D. Grisso, Director of Finance; and Mary F. Parker, City Clerk.

The reconvened meeting was opened with a prayer by Council Member C. Nelson Harris.

The Pledge of Allegiance to the Flag of the United States of America was led by Boy Scouts of America Troop #17, St. John's Episcopal Church.

PUBLIC HEARINGS:

SCHOOLS: Council having previously authorized the City Clerk to advertise a public hearing for Monday, April 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, to receive the views of citizens regarding appointment of two Trustees to the Roanoke City School Board for three year terms of office commencing July 1, 2001, and ending June 30,2004, the matter was before the body. Candidates for the two positions are: Gary M. Bowman, Melvin W. Garrett, Melinda J. Payne, William E. Skeen, and Ruth C. Willson.

Advertisement of the public hearing was published in The Roanoke Times on Friday, April 6, 2001.

(See publisher's affidavit on file in the City Clerk's Office.)

Mr. and Mrs. Alvin Martin, 3325 Oakland Boulevard, N. W., Co-Presidents, William Fleming High School PTSA, endorsed the candidacy of Ruth Willson for reappointment to the School Board for the following reasons: she has worked hard to promote improvements in school facilities, including the major high school projects; she takes pride in Roanoke's school system; her involvement and experience as past President of Roanoke Central Council PTA; she is sensitive to the needs of students and teachers; she believes that the education of all students must

be a top City-wide priority; and she attends school activities, and has been an active participant in school-related events for the past 20 years.

Ms. Jamie Payne, 301 Rutherford Avenue, N. W., endorsed the reappointment of her mother, Melinda Payne, to the School Board for the following reasons: she is a dedicated School Board member who cares about all students in the Roanoke City Public Schools and she supports teachers and all other school personnel.

Mr. Robert Turcotte, 1890 Arlington Road, S. W., endorsed the reappointment of Ruth Willson for the following reasons: she is the right person at the right time and in the right place doing the right thing; she makes worthwhile contributions to all committees on which she serves, with ability and good sense; and she will continue to bring credit to Roanoke's school system.

Lisa Isom, President, New Century Venture Center, endorsed the candidacy of William Skeen to the School Board for the following reasons: he serves as a charter member of the New Century Venture Center Board of Directors and has been instrumental in its operation and success over the past five years; he is a member of the Finance Committee and his financial background and experience with Total Action Against Poverty make him a great asset to the committee; he is a visionary who sees the overall picture, but is also able to break the big picture down into

workable scenarios and solutions; he is thorough and well organized, both personally and professionally; he serves on various boards and task forces and has a strong commitment to quality of life issues; and he has two children in the Roanoke City School System.

Tim Goad, President, Roanoke Education Association, endorsed the candidacy of Melinda Payne and William Skeen for the following reasons: Ms. Payne's experience on the School Board speaks for itself as one of forthright honesty and consistency, with high expectations of everyone in Roanoke's educational family; she takes a well reasoned, no nonsense approach to policy making and education and expects the same at every level of the school system; she is concerned for all of Roanoke's children and has a panoramic vision of success for all students and educators of Roanoke and is able to pinpoint that vision when needed; and she is a well experienced School Board Trustee. Mr. Goad advised that Mr. Skeen has a thorough understanding of the challenges that students face in today's world and his interest is in the success of all students in the Roanoke City Public Schools; in his experiences at Total Action Against Poverty, he has shared the concerns of Roanoke's children and families and holds the community, City Council, the School Board, School administration, educators and parents accountable for student success; he is of the opinion that the ultimate beneficiary of a good education is the student and his or her success and future depends on hard work and diligent efforts

toward their studies; he has a good grasp on the issues faced by students and educators; and his eagerness to collaborate creatively to find solutions and his insistence on open lines of communication demonstrate that he is a well prepared candidate for School Board Trustee.

Mr. Juan Motley, 2837 Cove Road N. W., endorsed the candidacy of Melinda Payne for the following reasons: he has worked with Ms. Payne on various issues and she focuses on what is best for all children; she is knowledgeable about the needs of school employees; she is a role model, but most importantly, she is not a rubber stamp for the Superintendent of Schools; and she is respected by and respectful of school employees.

Ms. Rose Motley, 2835 Cove Road, N. W., endorsed the candidacy of Melinda Payne and William Skeen for the following reasons: Ms. Payne has changed the format of School Board meetings so that they are more on task and proceed with greater efficiency; and she is careful to insure that all points of view are heard. She advised that the experience of Mr. Skeen at Total Action Against Poverty and on various boards would bring an individual from a different background to the School Board who is not totally enmeshed in the school system; and he would represent fresh, new talent on the School Board.

Ms. Nancy Patterson, 2723 Stephenson Avenue, S. W., endorsed the candidacy of Ruth Willson for reappointment to the School Board for the following reasons: her combination of the right talents and traits; her visibility and accessibility in and to the schools; her ability to listen, her thoroughness and caring for all students and their needs, her integrity, and her willingness to sacrifice countless hours to the task, all of which are characteristics that have served Roanoke well for the past three years.

Mr. Matt Despard, 1934 Avon Road, S. W., spoke in support of the candidacy of William Skeen for the following reasons: he has an impressive record of community service; he has a strong business background, specifically in finance; he understands the important connection between education and economic development; he has solid, common sense ideas about how to make the school system even stronger; he has a well balanced perspective on the role of the Standards of Learning testing; he has a strong commitment to recruiting, hiring and retaining good teachers; he has good ideas on how to help youth who are struggling and may be at risk; and he is a good listener, who is fair, honest and works well with others.

Ms. Annette Lewis, 4606 Casper Drive, N. E., endorsed the candidacy of William Skeen for the following reasons: he is an active participant in all organizations on which he serves; he is committed to all tasks that he undertakes; he has a sincere interest in the school system; he believes that parents should be partners with the school system and provide a valuable lesson at home fostering a strong work ethic, a feeling of self-worth, sound study habits, shared responsibilities, respect for authority, encouragement to do their best at all times and the knowledge to know when to relax and have fun at the appropriate time; he is concerned about the plight of Roanoke's youth and the accessibility of quality education; he is concerned for those who are turned off by the school system and is willing to work with the

Superintendent of Schools and School Board members to identify resources that will attract and retain good teachers and sound programs that will stimulate students and personnel to stay in the school system; he is open minded, but believes that life skills programs are needed that address both self-esteem and constructive conflict resolution to improve school safety and prevent violence; and he is committed to recruiting, hiring and retaining the best teachers as the most pressing need in Roanoke's school system.

Ms. Brenda McDaniel, 2037 Carter Road, S. W., endorsed the candidacy of William Skeen for the following reasons: he is a civic volunteer who gives his all to any task that is assigned to him; he is an idea man and a worker bee which are valuable assets to any active board; he is an active, interested, engaged and effective participant; he has made important contributions to many Roanoke organizations, including Total Action Against Poverty, West End Center, United Way, Roanoke Neighborhood Partnership and many others; he is dependable, reliable and effective; he takes an active role in the education of his three children; and he is an asset to any organization on which he serves.

Mr. A. L. Holland, 3425 Kershaw Road, N. W., endorsed the candidacy of William Skeen for the following reasons: he is punctual, honest, a graduate of the University of Virginia, he has served on the Virginia Western Community College

Board of Directors; he has three children who came through the City School system; he serves on the Total Action Against Poverty Board of Directors and is currently working at TAP to help clients find a better way of life.

Ms. Pamela Corcoran, 2250 Sewell Lane, S. W., endorsed the candidacy of Ruth Willson and William Skeen for the following reasons: Mr. Skeen says and shows his commitment to personal, business and community empowerment in the vision, pragmatism, knowledge and commitment that he brings to Roanoke; and he has the unique characteristic of viewing problems as opportunities and demonstrates excellence in all endeavors. She advised that Ms. Willson is active in school-related activities and represents students, classified personnel and faculty; she demonstrates a personal commitment to insuring consistent application of the discipline and behavior guidelines for the City, and Ms. Willson personally assisted her family in connection with an assault that was made on her son at James Madison Middle School; and she has a personal commitment to insure that all needs are recognized and that all voices are heard which makes her an excellent incumbent for reappointment.

Mr. Thomas Chapman, 2115 Rutrough Road, S. E., endorsed the reappointment of Ruth Willson for the following reasons: her concern for all students and the application of those programs that are geared toward gifted students to all children;

the value of incumbency which goes beyond her three years of experience on the School Board in her capacity as a full-time volunteer in the schools for many years; her desire to seek input from parents and others on how the schools are performing; she thinks “out of the box” and asks questions; she is committed to the most efficient use of school facilities and school resources to serve all residents of the City and not just the children; she is committed to helping all children who graduate from the Roanoke City Public Schools to become responsible citizens; and her commitment to attract new businesses to the City by providing good labor resources in the Roanoke Valley.

Mr. Carl Cooper, 2120 Carroll Avenue, N. W., endorsed the candidacy of Melinda Payne for the following reasons: she has demonstrated a commitment and a zeal to youth in a number of ways by dealing with families and children from all walks of life; and her attitude toward children makes her a worthwhile candidate for reappointment to the School Board.

There being no further speakers, the Mayor declared the public hearing closed, and advised that all remarks would be received and filed.

CITY CODE-ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, on a proposed amendment to Chapter 36.1, Zoning, Code of the City of Roanoke (1979), as amended, to add a new subsection (9) to Section 36.1-250, Special exception uses, and new subsections (10) and (11), of Division 4, Industrial Districts, of Article III, District Regulations, to permit certain automobile rental establishments and limousine service and taxicab establishments as special exception uses in the LM, Light Manufacturing District, and automobile rental, limousine service, taxicab and general service establishments as permitted uses in the HM, Heavy Manufacturing District, the matter was before the body.

Legal advertisement of the public hearing was published in The Roanoke Times on Friday, March 30, 2001, and Friday, April 6, 2001.

(See publisher's affidavit on file in the City Clerk's Office.)

A report of the City Planning Commission advising that on November 7, 2000, Edward A. Natt, representing a client at 701 Irvine Street, requested that the Zoning Ordinance be amended to provide for the provision of business and personal services in the Light Manufacturing District as a permitted use; similar language was also requested to be included in the HM, Heavy Manufacturing District; and the request involves a private limousine service that desires to legally operate in an existing building in an industrial area of the Norwich neighborhood, was before Council.

The City Planning Commission recommended that Council approve the proposed amendments to the LM, Light Manufacturing, and HM, Heavy Manufacturing Districts.

(For full text, see report on file in the City Clerk's Office.)

Evelyn D. Lander, Agent, City Planning Commission, appeared before Council in support of the request.

ACTION: Mr. Hudson offered the following ordinance and dispensing with the second reading of the title paragraph:

(#35289-041601) AN ORDINANCE amending and reordaining §36.1-250, Special exception uses, by adding new subsection (9); and §36.1-270, Permitted uses, by adding new subsections (10) and (11), of Division 4, Industrial Districts, of Article III, District Regulations, of Chapter 36.1, Zoning, of the Code of the City of Roanoke (1979), as amended, to permit certain automobile rental establishments and limousine service and taxicab establishments as special exception uses in the LM, Light Manufacturing District, and automobile rental, limousine service, taxicab and general service establishments as permitted uses in the HM, Heavy Manufacturing District; and dispensing with the second reading of the title of this ordinance.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Hudson moved the adoption of Ordinance No. 35289-041601. The motion was seconded by Mr. Carder.

The Mayor inquired if there were persons present who would like to address Council with regard to the matter. There being none, Ordinance No. 35289-041601 was adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

STREETS AND ALLEYS: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of the Roanoke Valley SPCA and Sandra L. Overstreet that a certain undeveloped portion of Edmund Avenue, N. E., lying adjacent to Official Tax

Nos. 3210616-3210620, inclusive, and the undeveloped portion of an alley lying adjacent to Official Tax Nos. 3210701-3210708, inclusive, being parallel to and between Edmund Avenue and Baldwin Avenue, be permanently vacated, discontinued and closed, the matter was before the body.

Legal advertisement of the public hearing was published in The Roanoke Times on Friday, March 30, 2001, and Friday, April 6, 2001.

(See publisher's affidavit on file in the City Clerk's Office.)

A report of the City Planning Commission advising that the SPCA has a contract to purchase certain properties adjacent to its existing animal shelter for the purpose of constructing a new regional animal shelter and impoundment facility, was before Council.

The Planning Commission recommended that Council approve the request to close and vacate subject portions of undeveloped Edmund Avenue, N. E., and the alley, subject to the following conditions:

The applicant shall submit a subdivision plat to the Agent for the Planning Commission, receive all required approvals, and record the

plat with the Clerk of the Circuit Court for the City of Roanoke, said plat shall combine all properties which would otherwise be landlocked by the requested closure, or otherwise dispose of the land within the right-of-way to be vacated in a manner consistent with law, and retain appropriate easements for the installation and maintenance of any and all existing utilities that may be located within the right-of-way, including the right of ingress and egress, said plat shall also dedicate an easement for a 20 foot wide pedestrian and bicycle trail within the vacated portions of Edmund Avenue from 13th Street, S. W. to its eastern terminus.

Upon meeting all other conditions for granting the application, the applicant shall record a certified copy of the enabling ordinance with the Clerk of the Circuit Court of the City of Roanoke, Virginia, and index the same in the name of the City of Roanoke, Virginia, as Grantor, and in the name of the Petitioner, and the names of any other parties in interest who may so request, as Grantees; and the applicant shall pay such fees and charges as are required by the Clerk for recording the documents.

Upon recording a certified copy of the enabling ordinance with the Clerk of the Circuit Court of the City of Roanoke, Virginia, the applicant shall

file the Clerk's receipt with the Engineer for the City of Roanoke, Virginia, demonstrating that such recording has occurred.

If the above conditions have not been met within a period of one year from the date of adoption of the enabling ordinance, said ordinance shall be null and void with no further action by City Council being necessary.

(For full text, see report on file in the City Clerk's Office.)

ACTION: Mr. Harris offered the following ordinance and dispensing with the second reading of the title paragraph:

(#35290-041601) AN ORDINANCE permanently vacating, discontinuing and closing certain public right-of-way in the City of Roanoke, Virginia, as more particularly described hereinafter; and dispensing with the second reading of this ordinance.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Harris moved the adoption of Ordinance No. 35290-041601. The motion was seconded by Mr. Hudson.

W. Eric Branscom, Attorney, appeared before Council in support of the request of his clients.

The Mayor inquired if there were persons present who would like to address Council with regard to the request. There being none, Ordinance No. 35290-041601 was adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the

request of the Commonwealth Development Group of Roanoke, LLC, that five contiguous tracts of land at or near the southeastern side of Highland Farm Road and the southeasterly terminus of Tuckawana Circle, be rezoned from RM-2, Residential Multi-Family District, to LM, Light Manufacturing District, subject to certain conditions proffered by the petitioner, the matter was before the body.

Legal advertisement of the public hearing was published in The Roanoke Times on Friday, March 30, 2001, and Friday, April 6, 2001.

(See publisher's affidavit on file in the City Clerk's Office.)

A report of the City Planning Commission advising that the petitioner intends to re-subdivide the five parcels of land to create three new parcels for light manufacturing use; two of the new parcels would front onto Highland Farm Road, immediately across from the existing multifamily apartment complex; the petitioner intends to develop the northernmost parcel, located at the corner of Highland Farm Road and Tuckawana Circle, with an 18,000 square-foot distribution warehouse for Virginia Trane heating and air-conditioning products, with the distribution center to be partially screened from Interstate 581 by the existing Virginia Trane office building, was before Council.

The Planning Commission recommended that Council approve the request, subject to certain conditions proffered by the petitioner.

(For full text, see report on file in the City Clerk's Office.)

ACTION: Mr. Harris offered the following ordinance and dispensing with the second reading of the title paragraph:

(#35291-041601) AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 647, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant; and dispensing with the second reading of this ordinance.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Harris moved the adoption of Ordinance No. 35291-041601. The motion was seconded by Mr. Hudson.

Donald L. Wetherington, Attorney, appeared before Council in support of the request of his client.

The Mayor inquired if there were persons present who would like to address Council with regard to the request. There being none, Ordinance No. 35291-041601 was adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

STREETS AND ALLEYS: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of the City of Roanoke that a portion of Albemarle Avenue, S.

E., extending in a westerly direction from Williamson Road, be permanently vacated, discontinued and closed, the matter was before the body.

Legal advertisement of the public hearing was published in The Roanoke Times on Friday, March 30, 2001, and Friday, April 6, 2001.

(See publisher's affidavit on file in the City Clerk's Office.)

A report of the City Planning Commission advising that the property abutting upon the easterly side of this section of Albemarle Avenue is owned by Walters, LLC; the owner is currently renovating the existing building on the property to establish a new biomedical related business enterprise; and the new enterprise, Excel Prosthetics and Orthotics Center, will design, manufacture and fit artificial limbs for the handicapped, was before Council.

It was further advised that the functional operation of the new center will include and require the construction of a lengthy concrete handicap access ramp that will extend from the easterly side of the existing building, along and parallel to the front property line for a distance of 62 feet; attached to the street side of the ramp will be a series of nine spaced, steel I-beams partially encased in concrete columns which will be approximately 13 feet in height and extend from the easterly side of the

existing building for a distance of approximately 92 feet; the completed structure will extend over and into the existing right-of-way of Albemarle Avenue for a distance of approximately 29 feet; six of the nine columned beams have already been constructed at the site; and the City's purpose in closing and vacating this section of Albemarle Avenue is to provide the owners of the new center with additional land sufficient to facilitate the location and construction of the handicap ramp in exchange for a certain parcel of land that is situated adjacent to the Williamson Road, S. E., right-of-way needed by the City as a link to the Mill Mountain Greenway System.

The Planning Commission recommended that Council approve the request and authorize execution of any and all documents necessary to effect the transfer of the subject properties, subject to the following conditions:

The City Manager shall execute and the City Clerk shall attest any and all plats, deeds, or documents approved as to form by the City Attorney, which are necessary to transfer whatever right of ownership the City has in the subject right-of-way to adjacent property owners and to accept the property referenced in the petition.

The owner, Walters, LLC., shall apply for and obtain, a variance from the requirements of Section 36.1-593 (a) of the Zoning Ordinance, from the

Board of Zoning Appeals prior to any further construction or extension of the concrete ramp and prior to the recordation of the subdivision plat.

Closure and vacation of the described portion of Albemarle Avenue S. E., shall be subject to the conveyance by Walters, LLC, to the City of Roanoke, of that parcel of land shown on a survey plat and described as “Private property to be dedicated for public street purposes.”

The applicant shall submit a subdivision plat to the Agent for the Planning Commission, receive all required approvals thereof, and record the plat with the Clerk of the Circuit Court for the City of Roanoke. Said plat shall combine all properties which would otherwise be landlocked by the requested closure, or otherwise dispose of the land within the right-of-way to be vacated in a manner consistent with law, and retain appropriate easements for the installation and maintenance of any and all existing utilities that may be located within the right-of-way, including the right of ingress and egress.

Upon meeting all other conditions to the granting of the application, the applicant shall deliver a certified copy of the enabling ordinance for recordation to the Clerk of the Circuit Court of the City of Roanoke,

Virginia, indexing the same in the name of the City of Roanoke, Virginia, as Grantor, and in the name of the Petitioner, and the names of any other parties in interest who may so request, as Grantees. The applicant shall pay such fees and charges as are required by the Clerk to effect such recordation.

Upon recording a certified copy of the enabling ordinance with the Clerk of the Circuit Court of the City of Roanoke, Virginia, the applicant shall file with the Engineer for the City of Roanoke, Virginia, the Clerk's receipt, demonstrating that such recordation has occurred.

If the above conditions have not been met within a period of one year from the date of adoption of the enabling ordinance, said ordinance shall be null and void with no further action by City Council being necessary.

(For full text, see report on file in the City Clerk's Office.)

ACTION: Mr. Harris offered the following ordinance and dispensing with the second reading of the title paragraph:

(#35292-041601) AN ORDINANCE permanently vacating, discontinuing and closing certain public right-of-way in the City of Roanoke, Virginia, as more particularly described hereinafter; and dispensing with the second reading of this ordinance.

(For full text of Ordinance, see Ordinance Book No. 64.)

ACTION: Mr. Harris moved the adoption of Ordinance No. 35292-041601. The motion was seconded by Mr. Hudson.

The City Manager appeared before Council in support of the request.

The Mayor inquired if there were persons present who would like to address Council with regard to the request. There being none, Ordinance No. 35292-041601 was adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

BONDS/BOND ISSUES-HOUSING/AUTHORITY-RIVERSIDE CENTRE:

Pursuant to action of the Council; the City Clerk having advertised a public hearing for Monday, April 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, on a proposed resolution authorizing the City to contract a debt and to issue general obligation public improvement bonds of the City (and in anticipation of issuance thereof general obligation public improvement bond anticipation notes of the City), in the principal amount of \$12,000.000.00, the proceeds of which are to be granted by the City to the Roanoke Redevelopment and Housing Authority for the purpose of assisting the Authority in paying a portion of the costs of a redevelopment project in the City, known as the South Jefferson Redevelopment Project, the matter was before the body.

Legal advertisement of the public hearing was published in The Roanoke Times on Monday, April 2, 2001, and Monday, April 9, 2001.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Manager and the Director of Finance submitted a joint report advising that on February 5, 2001, the Roanoke Redevelopment and Housing Authority

prepared and presented to Council a plan for improvement and revitalization of the South Jefferson Redevelopment Area (Redevelopment Plan); Council approved the Redevelopment Plan on March 19, 2001, the primary purpose of which is to provide for private reinvestment and economic growth through redevelopment by private enterprise; the Redevelopment Plan includes the goals of eliminating blight, improving business activity, and creating additional economic value for the City of Roanoke; and the Redevelopment Plan also addresses the needs of providing a versatile mix of complimentary land uses and making the best use of the area's location.

It was further advised that on March 19, 2001, City officials authorized execution of a Performance Agreement among the City of Roanoke, Carilion Health System (CHS), and Carilion Biomedical Institute (CBI); CHS and CBI desire to be the first major occupants within the Redevelopment Plan Area in order to develop a biomedical institute for research and development; the City desires to encourage such development in order to develop a research and technology park in the area; Council adopted Ordinance No. 35250-031901 on March 19, 2001, authorizing City officials to execute an agreement, South Jefferson Agreement 2, between the City of Roanoke and the Housing Authority; South Jefferson Agreement 2 allows the Housing Authority to implement the Redevelopment Plan presented on February 5, 2001, whereby, the City expresses its intent to provide funds of \$14 million for the South Jefferson Agreement 2 and of that amount, \$12 million is proposed to be provided through the issuance of general obligation bonds of the City.

(For full text, see report on file in the City Clerk's Office.)

Mr. Harris offered the following resolution:

(#35293-041601) A RESOLUTION authorizing the issuance of twelve million dollars (\$12,000,000) principal amount of General Obligations of the City of Roanoke, Virginia, in the form of General Obligation Public Improvement Bonds of such city, the

proceeds of which are to be granted by such city to the Roanoke Redevelopment and Housing Authority for the purpose of assisting such authority in paying a portion of the costs of a redevelopment project in the city, known as the South Jefferson Redevelopment Project; fixing the form, denomination and certain other details of such bonds; providing for the sale of such bonds; authorizing the preparation of a preliminary official statement and an official statement relating to such bonds and the distribution thereof and the execution of a certificate relating to such official statement; authorizing the execution and delivery of a continuing disclosure certificate relating to such bonds; authorizing and providing for the issuance and sale of a like principal amount of General Obligation Public Improvement Bond anticipation notes in anticipation of the issuance and sale of such bonds; and otherwise providing with respect to the issuance, sale and delivery of such bonds and notes.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: **Mr. Harris moved the adoption of Resolution No. 35293-041601. The motion was seconded by Mr. Carder.**

The Mayor inquired if there were persons present who would like to address Council with regard to the matter. There being none, Resolution No. 35293-041601 was adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, White, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

OTHER HEARING OF CITIZENS:

PARKS AND RECREATION: Mr. E. Duane Howard, 508-B Walnut Avenue, S. W., requested that Council consider closing Wiley Drive on weekends to vehicular traffic, and presented a petition in support of the request representing over 350 signatures.

(For full text, see petition on file in the City Clerk's Office.)

Ms. Diane Elliott, 2609 Richelieu Avenue, S. W., spoke in support of keeping Wiley Drive closed to vehicular traffic at all times; however, she expressed support of the proposal of Mr. Howard to close the area to vehicular traffic on weekends. She added that there are very few places in the City that are not impacted by vehicular traffic and Smith Park could serve as the replacement for South Roanoke Park which was taken over as the Roanoke Sports Complex.

Mr. Matthew Yearout, 833 Marshall Avenue, S. W., spoke in support of Mr. Howard's proposal because Smith Park is an excellent place to relax and exercise, where people are not in competition with vehicles. He stated that speed bumps will encourage recklessness if the road is closed to one-way traffic because Wiley Drive will serve as a short cut.

Ms. Bonnie Pivocex, 833 Marshall Avenue, S. W., endorsed the closing of Wiley Drive to vehicular traffic, and stated that it is rare to have a park facility free of vehicular traffic within the limits of a City and she would like for Smith Park to remain vehicle-free.

Mr. Brent Riley, 5280 Wade Road, spoke to the uniqueness of Smith Park without vehicular traffic. He stated that the flow of energy that takes place is a valuable and unique asset for the City; and Wasena Park is in close proximity and will serve the needs of vehicular traffic. He supported weekend closure of Smith Park.

Mr. Preston Hoffman, 402 Washington Avenue, S. W., spoke in support of keeping Smith Park closed to vehicular traffic on weekends.

Mr. Andrew Null, 371 Albemarle Avenue, S. E., advised that Smith Park is a good place for children to ride bicycles, roller skate, etc., in a vehicle-free environment. He stated that since there has been no vehicular traffic, littering has not been an issue and he would prefer that Wiley Drive remain closed.

Mr. Matthew Togo, 371 Albemarle Avenue, S. E., and Mr. Andrew Phillips, 601 Highland Avenue, S. E., spoke in support of keeping Smith Park closed to vehicular traffic for exercise, biking, walking, roller blading, etc.

Mr. and Mrs. Bruce Knappe, 2220 Westover Avenue, S. W., spoke in support of keeping Smith Park closed to vehicular traffic. Mrs. Knappe stated that Smith Park down to Piedmont Park is a good greenway area, however, the river is polluted with

trash. She stated that if Wiley Drive cannot be closed on a permanent basis, she would support weekend closure.

Ms. Sarah Farrell, 2501 Crystal Spring Avenue, S. W., requested that Smith Park continue to be vehicle-free because it is a quality of life issue for bicycling and walking. She stated that Roanoke needs to provide its citizens with recreational areas that are free of the safety concerns that are associated with vehicles and allow cars in Smith Park will ruin the experience of bicycling for pedestrians and create a dangerous traffic situation. During the past three years that Wiley Drive has been closed to vehicular traffic, she called attention to the lack of pollution and the quiet atmosphere that has prevailed.

Ms. Anna Smith, 2501 Crystal Spring Avenue, S. W., spoke in support of keeping Smith Park free of vehicles for the safety of children who like to play in the park.

Mr. Mark Fuller, 1936 Grandin Road, S. W., advised that it is an enjoyable experience to ride his bicycle in an area where there is no vehicular traffic.

BONDS/BOND ISSUES-COMPLAINTS-HOUSING/AUTHORITY-CITY EMPLOYEES-RIVERSIDE CENTRE: Mr. Robert Gravely, 1412 Moorman Road, N. W., complained about the \$12 million bond proceeds provided to the Roanoke

Redevelopment and Housing Authority in connection with the South Jefferson Redevelopment Project; and low wages for the City work force.

ARMORY/STADIUM: Mr. Chris Craft, 1508 East Gate Avenue, N. E., apologized for a previous statement he made to Council regarding Victory Stadium, which statement was presented in the absence of all of the pertinent information.

PARKS AND RECREATION: Earlier in the meeting, Council having tabled action on a communication from the City Manager in connection with authorizing a contract with Clean Sweep of the Roanoke Valley, Inc., for cleaning City parks restrooms, pending additional information from the City Manager with regard to background checks on persons engaged in providing the service, frequency of cleaning restrooms, and supervision of personnel; whereupon, Mr. Harris moved that the matter be removed from the table. The motion was seconded by Mr. Bestpitch and adopted.

Mr. Harris offered the following resolution:

(#35294-041601) A RESOLUTION authorizing the acceptance of a bid and execution of a contract with Clean Sweep of the Roanoke Valley, Inc., for the

provision of restroom cleaning services in City parks, upon certain terms and conditions, and rejecting all other bids received.

(For full text of Resolution, see Resolution Book No. 64.)

ACTION: Mr. Harris moved the adoption of Resolution No. 35294-041601. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Carder, Harris, Hudson, Wyatt, Bestpitch, and Mayor Smith-----6.

NAYS: None-----0.

(Council Member White was absent.)

It was explained that the City Manager has informally responded to certain questions raised by the Members of Council earlier in the meeting and the City Manager advised that it would be in the best interest of the City to act on the contract so that the services to be provided may commence as soon as possible.

The City Manager advised that Council Member Wyatt continues to be concerned about a background check on employees who will be performing the cleaning services in the park; whereupon, the City Manager stated that she is prepared to make such requirement a stipulation of the contract with Clean Sweep of the Roanoke Valley, Inc.

At 8:55 p.m., the Mayor declared the meeting in recess until Thursday, April 19, 2001, at 4:00 p.m., in the City Council Chamber, at which time Council will interview five applicants seeking appointment to the Roanoke City School Board for three year terms of office commencing July 1, 2001, and ending June 30, 2004.

The Monday, April 16, 2001, regular meeting of Roanoke City Council which was recessed until Thursday, April 19, 2001, was called to order at 4:00 p.m., in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Mayor Ralph K. Smith presiding.

The purpose of the reconvened meeting was to interview five candidates for two positions on the Roanoke City School Board for two year terms of office commencing July 1, 2001, and ending June 30, 2004.

PRESENT: Council Members William H. Carder, W. Alvin Hudson, Jr., William White, Sr., Linda F. Wyatt, and Mayor Ralph K. Smith-----6.

ABSENT: Council Member C. Nelson Harris-----1.

OFFICERS PRESENT: Mary F. Parker, City Clerk.

SCHOOL BOARD APPLICANTS PRESENT: Ruth C. Willson, William E. Skeen, Melvin W. Garrett, Melinda J. Payne and Gary M. Bowman.

The Mayor advised that past actions of Council to comply with the School Board selection process include:

At regular meetings of the City Council held on January 16 and February 5, Council announced its intention to elect Trustees to the Roanoke City School Board for terms commencing July 1, 2001.

Advertisements were placed in The Roanoke Times and in The Roanoke Tribune inviting applications for the vacancies. Six applications were received in the City Clerk's Office prior to the 5:00 p.m. deadline on Friday, March 9, 2001. One application was later withdrawn.

On March 19, 2001, at 6:00 p.m., Council held a reception with the candidates which was open to the public, and at Council's 7:00 p.m. meeting, all applications were reviewed and considered.

At the regular meeting of City Council on Monday, April 2, 2001, at 2:00 p.m., Council voted to interview Ruth C. Willson, William E. Skeen, Melvin W. Garrett, Melinda J. Payne and Gary M. Bowman for the two vacancies.

A notice was published in The Roanoke Times inviting attendance at a public hearing to be held by City Council on Monday, April 16, 2000, at 7:00 p.m., to receive the views of citizens regarding School Board

applicants, and further inviting the public to submit proposed questions to the candidates by filing such written questions in the City Clerk's Office by 5:00 p.m., on Thursday, April 12, 2001. No questions were submitted.

The Mayor explained that the selection process provides that Council will publicly interview each candidate separately and out of the presence and hearing of the other candidates; and the following interviews were scheduled:

4:00 p.m.	-	Ruth C. Willson
4:30 p.m.	-	Melvin W. Garrett
5:00 p.m.	-	William E. Skeen
5:30 p.m.	-	Melinda J. Payne
6:00 p.m.	-	Gary M. Bowman

The Mayor pointed out that each candidate will be given the opportunity to make an opening statement of not more than five minutes; and thereafter, Council will ask such questions, as Council, in its discretion, deems advisable.

He stated that Council will hold five interviews and each interview will consist of approximately 30 minutes; after each interview has been completed, the candidate

may leave the Council Chamber inasmuch as no action will be taken by the Council this evening; and all interviews will be taped by RVTV Channel 3 to be televised on April 20 at 10:00 a.m. and 6:00 p.m., April 22 at 6:00 p.m., and April 23 at 1:00 p.m.

In conclusion, the Mayor advised that at the regular meeting of Council on Monday, May 7, 2001, at 2:00 p.m., (the meeting was later changed to 3:15 p.m.), or as soon thereafter as the matter may be heard, Council will hold an election to fill the two vacancies on the Roanoke City School Board.

The first person to be interviewed was Ruth C. Willson.

Ms. Willson advised that she was present to request the support of Council for reappointment to the Roanoke City School Board and to thank the Members of Council for allowing her to serve during the past three years. In that time, she stated that she has supported teacher salaries, improved working conditions for all school personnel, after school programs for student tutoring and enrichment purposes, activity buses for middle school students, a new focus on reading, support for a new facility for the Roanoke Academy for Mathematics and Science, and excellent facilities at all levels of the school system. She added that Roanoke must have schools that are a source of community pride that are attractive to businesses and families; the current high school facility study is especially important; gymnasiums

under construction at both Fairview and Fishburn Park Elementary Schools will be a source of pride; and completion of the capital improvements plan is anxiously awaited. She advised that the safety of all children is paramount in her thoughts and actions, including cameras on buses in key locations and increased personnel and vigilance to enhance school safety. She further advised that she is always accessible to parents, guardians, and to the community and she welcomes input from parents with varying opinions; and she studies all sides of an issue, does her homework and thoughtfully considers the educational challenges facing the community. She pointed out that the School Board functions as a team and she is proud to be a part of the Board; she believes in the School Board's goals and objectives and in the value of public education; and she expressed appreciation for the excellent educational opportunities that have been provided to her children in the Roanoke City Public Schools. However, she stated that there is much to be done; i.e.: the City must continue to improve its instructional programs, to attract and retain the best and most qualified teachers and administrators, to reduce the student drop out rate and constantly seek new ways to involve parents in the community and in the school system. She further stated that her experience, dedication and commitment to public education, the school system, the community and to the City as a whole would be an asset to the School Board. She advised that she worked to promote the Capital Improvements Program Bond Issue in 1997 as Chair of Advantage Roanoke for the Roanoke Valley Chamber of Commerce; she served on

the Youth Services Citizen Board, School Safety Advisory Board, School Board's Long Range Planning Committee, and Chair of the School Board's Audit committee; she is a frequent visitor to all schools and alternative education sites where she sees evidence of the work of many persons; she is proud of the partnership that exists between City Council and the school system and by working together cooperatively much has been accomplished by constructing a cornerstone that focuses on all children in the Roanoke City School system.

Mr. Bestpitch asked the following questions:

I have heard from numerous people who comment on the strong positive working relationship among City Council, the School Board and the central administration. I have heard from a number of teachers and on site administrators who feel that they are a part of a fourth group whose opinions are not always considered when important decisions are made. What would you do as a School Board member to expand this three-way partnership to more of a four-way partnership?

Ms. Willson advised that parents and teachers of the Roanoke City Schools have an opportunity to participate in the decisions made by the School Board through their attendance at public hearings on the school budget; and students,

employees and the community at-large have been invited to provide input at School Board meetings. She stated that the Superintendent has appointed an advisory committee composed of representatives from each school site, Roanoke Central Council PTA holds monthly meetings at which time the Superintendent meets with representatives from each school; therefore, there is ample opportunity for discussion of matters that concern the schools.

What would you do to increase parental involvement in the education of their children?

Ms. Willson advised that in 1996-97, she served on the Long Range Planning Committee which was charged with the task of developing a plan and recommendations to increase parental involvement and each principal was asked to develop his or her own school plan which was an opportunity to appreciate the uniqueness of each school and for the teachers and parents to have an opportunity for input. She stated that a calendar is sent out early in the school year so that working parents and parents who travel will have an opportunity to schedule in advance those school activities and events that they wish to attend. She called attention to a computer-oriented project which provides communication between four pilot schools and families and by using e-mail, the families can review teacher homework schedules and communicate by e-mail. She noted the importance at the

beginning of the school year of having positive communication between the school and the home because some families are of the opinion that the only time they hear from the schools is when the news is not good. She stated that a better job has been done in providing earlier notification of problems with grading, and there is an opportunity for two parent teacher conferences each year as opposed to only one in the fall.

Vice-Mayor Carder asked the following question:

We are losing some of our seasoned teachers. Let us assume that teacher morale is not good. What would you propose in terms of changes to determine how the school system is performing and to provide feedback to the School Board in terms of how students, teachers, principals and the School Board perceive the Roanoke City Schools?

Ms. Willson advised that there is an opportunity to use a survey and surveys are currently outstanding on school bullying and school safety issues. She stated that the School Board has a good working relationship with the Roanoke Education Association and members of the REA meet regularly with the Superintendent of Schools. She further stated that there is an opportunity for advertised public

hearings to encourage parental input. She advised that she is a regular visitor to the schools, she is a visible and accessible School Board member, and she welcomes

he opportunity for dialogue when she visits the schools by talking with all employees.

Mr. Hudson asked the following question:

What is your assessment of Dr. E. Wayne Harris, Superintendent of Roanoke City Public Schools?

Ms. Willson advised that Dr. Harris is a strong leader who sets high expectations and goals for each school and then he encourages the schools to work together; he is the current President of the Urban Superintendents League; and he is actively involved with a program at Harvard University where he works with doctoral students who are earning their degrees which helps to keep Roanoke in the forefront with research and new ideas. She stated that the School Board evaluates the performance of the Superintendent each year, along with a self-evaluation of its working relationship with Dr. Harris; and overall, she added that she is pleased with the performance of Dr. Harris and hopes he will remain with the Roanoke City School System throughout his contract period.

Ms. Wyatt asked the following questions:

Over the past three to four years, all six middle school principals, both high school principals and five or six elementary school principals have either resigned or retired, which is approximately 50 per cent of the building level administrators in the school system. What does that indicate to you? Have you done any kind of exit polls, or engaged in dialogue with any of these individuals to determine their reasons for leaving, and what kind of indication does that give for the school system?

Ms. Willson advised that many administrators and teachers have served the City and the profession over a long period of time; however, the problem is not only in Roanoke City, but nation-wide. She stated that currently, hiring and retaining teachers is the number one challenge of the School Board which is one of the reasons that Roanoke City needs to maintain a fair and competitive teacher and administrator salary package. She added that the school personnel office could engage in exit polls if they are not currently doing so to gain a better understanding as to the reasons that teachers are leaving the school system.

Ms. Wyatt clarified her question to inquire if Ms. Willson sees any need as a School Board Member to determine why school personnel are leaving the system.

Ms. Willson responded that school personnel transfer to surrounding districts, or pursue other career opportunities out of state, or take early retirement to pursue

other career paths. She advised that often times when an employee does not receive a promotion, they will look for opportunities elsewhere. She stated that it may be necessary to be more proactive in training future principals because there is a challenge to fill the vacancies.

On a scale of one to ten, one being low and ten being high, how effective are the site based councils are that are currently in the schools and what would you do to make them more effective?

Ms. Willson advised that she was originally part of the instructional council which evolved into the site based council with more decision making powers. She stated that more questions should be asked and that principals should be required to report to the School administration. She stated that she is an advocate of site based councils and her past learning experience and what she was able to contribute to the community was meaningful. She added that she would like to see the site based councils be more effective at each school site.

The Mayor asked the following questions:

Is it your belief that only government has the ability to run a school system?

Ms. Willson advised that she believes in public education, because it has served our country well; she believes in parental involvement and in the parent's ability to make choices, and there are parents who might choose not to enroll their child in a public school. She stated that she has been a strong advocate for public education; the school system needs to be innovative and provide a certain relevancy, and there are many different opportunities for children to receive their education. She advised that she does not believe that only government has the ability to operate the schools.

Would you support a charter school managed outside the traditional School Board?

Ms. Willson advised that her understanding of the legislation is that the School Board is the managing authority for any charter school in the Commonwealth of Virginia and unless such legislation changes, it is not an option. She stated that there is an option for two schools in each school district, and each year, the School Board advertises for applications to determine if there are members of the community who believe that a charter school should be pursued.

The second person to be interviewed was Melvin A. Garrett.

Mr. Garrett advised that he represents a new beginning because there are many improvements that can be accomplished if the right programs are implemented in Roanoke's school system. He stated that he represents a new direction and a new learning attitude for students and he represents a new way of motivating students and teachers that should help to improve student test scores. He added that he believes in a new partnership and responsibility that must be assumed by parents, because parents must discipline their children every day in order for them to be effective in their learning experience; and parents should check homework assignments each day. He suggested the initiation of special programs that are important because of the multitude of nationalities of students coming into the Roanoke City Schools, therefore, a multi-cultural educational program is needed to help students adjust to their new learning environment. He stated that the driver education program can be improved by forming partnerships to place driver education equipment in the schools as a motivation tool; the discipline program can be improved because the average teacher disciplines children at least seven minutes a day, 35 minutes a week, 140 minutes a month, or 1400 minutes a year and the time saved could be used to enhance the learning experience. He stated that there is a need to increase minority opportunities for teachers to ensure that the right opportunities are available for the best qualified minority teachers; and he supports a review of guidelines and procedures for disciplining teachers in order to be fair in the overall process. He called attention to the need for more counseling for middle

school and high school students to address the drop out rate and student behavior which should help to reduce the level of discipline that is occurring in the home and in the schools. He stated that a pre-vocational education program should be implemented at the elementary and middle school levels; improvements are needed in the alternative education program; implementation of an intramural sports program is needed as a motivator to improved student behavior; and a music program, including a recording studio where students could be taught the proper use of English and the importance of history, would also serve as a motivator. If appointed, he stated that he would bring new ideas and direction to the Roanoke City School Board.

Mr. Hudson asked the following question:

Define what accountability means to you at the following levels: administration, teachers and students?

Mr. Garrett advised that the administration plays an active role if employees are doing their part, which brings forth partnership, or chain of command, into the learning process that provides administrators with guidelines for teachers to follow and provides teachers with guidelines for students to follow, leading to an effective learning experience and environment.

Mr. White asked the following question:

What do you see as the major strengths and the major weaknesses facing the Roanoke City School System?

Mr. Garrett advised that the most important strength is the ability of the administration to provide seminars for teachers to use for improvement in teaching skills and learning. He stated that a weakness is in accountability, because no one wants to take responsibility for accountability and discipline. To improve in these areas, he stated that the School system and parents could form a partnership leading to effective discipline and guidelines for the child to follow, which could be accomplished through a signed contract by the parent to insure that the child is aware of such responsibilities as homework and allowing school counselors to intervene on behalf of the teachers to counsel the child before they come into the classroom. He stated that he sees the need for improvement in employment opportunities for minorities who serve as role models; another improvement could be to offer pre-vocational education in elementary and middle schools where the weaknesses of the child can be identified at a early age and create programs to better intervene with learning disabilities.

Ms. Wyatt asked the following questions:

What do you think could be done to make the site based councils currently in the school system as effective as possible?

Mr. Garrett advised that site based councils could form a partnership with business, or create opportunities at the schools where children could participate in a part-time job, or create a program where the business could donate tickets to various events for attendance by the parent and the child in an effort to form a bond and once that bond is formed, there will be a certain measure of success.

Over the past four years, approximately 50 per cent of the building level administrators have left the school system. Some have retired and some have resigned. What does that indicate about Roanoke's school system?

Mr. Garrett stated that pressure is coming from the School administration by evaluating teachers according to student test scores on the Standards of Learning tests, and some teachers are of the opinion that they do not have the necessary resources in order to help improve student test scores, such as the writing curriculum, new textbooks, and intervention with administrators in creating new ideas. He stated that some of the pressure could be removed from administrators, principals and teachers by assuring them that the focus is on the student to learn

irst and foremost, and the system is also interested in creating an opportunity whereby students will be successful when they leave the classroom.

Mr. Bestpitch asked the following questions:

I have heard from numerous people who commented on the strong positive working relationship among City Council, the School Board and the central administration. I have heard from a number of teachers and on site administrators who feel that they are a part of a fourth group whose opinions are not always considered when important decisions are made. What would you do as a School Board member to expand this three-way partnership to more of a four-way partnership?

Mr. Garrett advised that meetings could be held every month with the School Board, City Council, teachers and students which would provide an opportunity for everyone to express themselves. He stated that communication is important and in order to achieve communication, there must be an opportunity for a parent to meet and discuss concerns freely and openly.

What would you do as a School Board member to increase parental involvement in the education of their child?

Mr. Garrett advised that parents play the most important role in educating their children. He stated that a contract could be signed by the parent each year which includes guidelines provided by the school system in connection with expectations for homework, discipline, etc.; and when more initiative is taken to involve parents, there will be a better school system and a better attitude toward the learning experience, along with an improved atmosphere of discipline where the teacher feels comfortable in teaching and the student feels comfortable in learning.

Mr. Carder asked the following question:

Knowing that morale is a multi-faceted process, you mentioned specific programs that you would support to address teacher morale, please elaborate.

Mr. Garrett advised that self-esteem is primary to being an effective teacher along with the ability to identify individual learning disabilities, and the initiative to motivate a child to improve. He stated that providing a teacher with funds to take his or her class on a field trip, or giving a student the opportunity to win a free hamburger from a local fast food restaurant are student motivators. He stated that a new learning attitude can be created by taking some of those things that have served as motivators in the past and combining them with new programs that will lead to improved self-esteem.

The Mayor asked the following questions:

Is it your belief that only government can run the school system?

Mr. Garrett advised that government has a role in operating the schools such as providing funds, guidelines, and opportunities for learning for those students with learning disabilities, and it is up to the Superintendent, school administrators and school teachers to operate the schools effectively on a daily basis. He stated that he did not believe that only government has the ability to operate a school system.

Would you support a charter school managed outside of the traditional school board?

Mr. Garrett advised that charter schools will reduce the effectiveness of the current school system. He stated that if funds are available and if students can be successful in a charter school program, he sees no reason why they could not attend a charter program in another school district. However, in the local school district, he advised that the City school system has a role to meet the needs of the students and Roanoke's school system is doing a fair job.

William E. Skeen was the third person to be interviewed.

Mr. Skeen advised that Roanoke City enjoys one of the finest school systems in the country, and with the leadership of City Council and the Superintendent of Schools, Roanoke is fortunate to have modern, up to date facilities with educators who are committed, excited and happy in their jobs. He stated that in his visits to Roanoke's schools, he found safe, orderly facilities with teachers actively engaging students with high tech equipment in high tech schools, with themes and special programs that excite students and parents alike in areas such as arts, culture, dance, music, aero space, engineering, communications, broadcasting media, computers and cars. He further stated that he found character in administrators, teachers and students; and he found that Roanoke is a national leader in implementing the Character Counts Program and commended the dramatic effect this program has had on student behavior by preparing students in their roles to be good citizens. He added that he visited with Dr. E. Wayne Harris, Superintendent of Schools, to learn more about the schools and the duties and responsibilities of being a member of the School Board, and to learn about Dr. Harris' vision for the schools, and he came away from the meeting even more impressed about the deliberate focus and direction of Roanoke's educational system, and more excited about becoming a School Board Trustee; and he wants to help continue to build on the tradition of excellence that the Roanoke City School System enjoys today. He stated that his business, non-profit, education and board-related experiences will enable him to be a contributing member of the School Board; as the parent of two teenage boys who continue to be educated

in the Roanoke City School System, he understands the challenges and pressures that students face in today's world; as the Business Director of Roanoke's community action agency, which has a major alternative education program, he knows first hand the difficulties that some children face in completing their education; as the husband of a special education teacher, he understands the challenges that administrators and educators face in working with limited staff, resources and budgets; as a 16 year adjunct faculty member at Virginia Western Community College, he understands the challenges that motivate and stimulate students toward higher achievement; and with 23 years of experience in banking, financing and business administration, he has a good understanding of what the business community wants and needs in tomorrow's employees. He noted that he has served as a member and leader on numerous City, local and human service agencies, and business-related boards and this experience in finance, budget and policy management would be an asset to the School Board. He explained that he would bring a variety of skills and experiences which can help to lead the schools in the difficult decisions that must be made to continue on its path of success; and if appointed to the School board, he will work hard to continue the tradition of excellence. He advised that he would like to help implement several school initiatives which include providing planning and financial leadership to renovate both Patrick Henry and William Fleming High Schools, and a program to involve parents in their role as the primary motivator for their child's educational success, and to promote

their active involvement in the schools. He stated that it must be emphasized to parents that the school system is not the primary and sole determinant for their child's academic performance and encouragement, because modeling and learning begins at home long before the child comes to the school system and the learning experience continues for many years. He added that in the same way that exercise facilities have drawn parents into the schools at Breckinridge and Woodrow Wilson Middle Schools, ways need to be found to draw parents closer to other neighborhood schools. He stated that during this time of concern over school violence, a more fully developed life skills program must be implemented, and students must have a healthy level of self-esteem to succeed at their educational endeavors and skills to manage anger and resolve conflict. He noted that he would encourage a program of early identification of at risk children by providing them with early intervention counseling to successfully and peacefully resolve conflict; and students must be prepared emotionally to handle the challenge and the pressures and conflicts they face during the school years as well as during their life time. He stated that he would like to continue to enhance volunteer support from the business community to augment classroom learning and to model the Character Counts Program into all schools; and because they have short attention spans and high expectations for a stimulating learning environment, children learn quickest when support is readily available. He added that he believes in recruitment and hiring, and retaining the best teachers, educators and administrators is the most pressing need

of the school system today because many of Roanoke's experienced educators are approaching retirement age. He added that new teachers must receive professional mentors and support to enable them to do their jobs effectively and that educators should be justly compensated for the time they devote to the profession with a salary scale that is both competitive and fair and that educators receive the level of recognition they deserve. If elected to serve on the School Board, he advised that he will listen carefully, study closely, and work cooperatively to become a contributing member. He requested the support of Council and would welcome the opportunity to give something back to the school system which continues to prepare two of his three children for world of work and community responsibility.

Mr. Carder asked the following question:

The City of Charleston, South Carolina, has a successful business-education partnership. What would you do in terms of enhancing that program or trying to bring that kind of business-education partnership to Roanoke's school system?

Mr. Skeen advised that Roanoke must ask its businesses to be involved and emphasize to the business community that its investment today will pay dividends tomorrow; and that their involvement in the school system insures a steady supply

of well trained qualified people who will better serve the labor force of the future. He stated that citizens, parents and businesses will step up to the plate if they are asked.

Mr. Hudson asked the following question:

Define what accountability means to you at the following levels: administration, teachers and students?

Mr. Skeen advised that accountability starts with the student and by grade six or seven, students need to understand that is it their personal responsibility to learn, because it is their education and their future. Secondly, he added that parents need to understand that it is their role and active involvement that augments the learning experience for their child and if the parent is not there to support the teacher, the job of the teacher is much harder. He stated that thirdly, teachers, administrators and the School Board are next accountable in providing safe and pleasant facilities and good program instruction to insure that all children get the best education possible. Fourthly, he noted that City Council is in the line of accountability because Council is the taxing authority and controls the resources that go into the school system, and lastly, the community at-large is accountable because the community is measured by the children that it graduates from its school system and sends into the world.

Ms. Wyatt asked the following questions:

Over the past approximately four years, six of the middle school principals, both high school and five or six elementary school principals have either retired or resigned which is approximately 50 per cent of our building level administrators. What does that indicate to you and what do we need to do about it?

Mr. Skeen advised that retirement at the state and local levels has made it more attractive for people to retire at an early age; the Standards of Learning and some of the pressures that have come about because of new measurements have encouraged some school employees to consider early retirement, individuals look at second careers, and persons of long tenure may decide to pursue another profession. He stated that if one looks at the overall age of personnel in the school system, employees are getting older and the system has to be ready with a trained pool of staff who can step into these positions which should be a top priority of the school administration and the School Board.

On a scale of one to ten, one being the lowest and ten being the highest, how effective do you think the school site based councils are and what would you do to make them more effective?

Mr. Skeen advised that he could not speak to how effective the school site based councils are; however, in visiting the schools, he found a disparity between parental involvement, how well the PTA systems work, and the level of effectiveness of the site based council in one school versus other schools. He stated that success can be duplicated, but what works in one school may not work in another, and it is also true that one has to work harder in some neighborhoods than others, and some schools have more involvement by the PTA and parents. He called attention to the belief that schools are important to the neighborhoods, but there are many parents and adults who have not visited a school since their children graduated and they have not seen the changes or the contributions that the schools make to a community, therefore, a better job needs to be done to bring people back into the schools. He added that there are a number of other resources that could draw people back into the schools, the school system should be more creative, identify best practices, confer with other localities on proven practices and successes and duplicate those programs in Roanoke City.

Mr. Bestpitch asked the following questions:

I have heard from numerous people who comment on the strong positive working relationship between the City, the School Board and central administration. I have heard from a number of teachers and on site administrators who feel that they

are a part of a fourth group whose opinions are not always considered when important decisions are made. What would you do as a School Board member to expand this three-way partnership into more of a four-way partnership?

Mr. Skeen advised that if elected to the School Board, he will listen closely to all partners in the educational arena because people make up the schools, teachers are the people who are entrusted to educate the children and if teachers are left out of the communication process, a valuable resource is overlooked and teachers should be brought into the fold quickly.

What specific things would you do to increase parental involvement in the education of their children?

Mr. Skeen advised that parents have to be asked to be involved. He stated that publications from the School Superintendent could be used to educate parents so that they will see that they are important to the education process and to the lives of their children and once parents are involved, they should be assigned meaningful tasks and responsibilities that make them feel as though they are a part of the process.

The Mayor asked the following questions:

Is it your belief that only government has the ability to run the schools?

Mr. Skeen answered no. He stated that there is a synergy; the number one strength of the school system is the dedication of teachers, administrators, students, School Board, and City Council and it takes all parties to make the school system succeed. He stated that success cannot be left at the door step of any one entity and all parties have to work cooperatively, collaboratively and identify ways to meet the interests of everyone because operating an educational system with 13,000 students and a budget of approximately \$95 million is a huge undertaking.

Would you support a charter school operated outside of the traditional School Board?

Mr. Skeen advised that charter schools have a place, but he does not believe that Roanoke is ready for a charter school that would compete with existing school facilities. He stated that Roanoke has excellent facilities that it continues to improve upon; available resources should be used to upgrade Roanoke's remaining schools that need renovation, to insure adequate programming, and to insure that school personnel are properly compensated, along with the necessary instructional resources in order to be successful. He advised that Roanoke's school system

should take care of what it has at this point and improve upon resources as much as possible.

At this point, the Mayor left the meeting.

The fourth person to be interviewed was Melinda J. Payne.

Ms. Payne expressed appreciation for the opportunity to serve on the School Board for approximately six years. She advised that she has taken the responsibility of School Board Trustee seriously, and she would like to continue to serve on the Board for another three years. She stated that over the past two years, she has provided leadership to the School Board, serving as Chair; the City of Roanoke is fortunate to have a School Board that is committed to serving the 13,000 plus students in Roanoke's 29 schools, and a School Board that supports the efforts of teachers who make the difference in the lives of Roanoke's children on a daily basis. She stated that the School Board would not be the highly respected division that it is today without the support of bus drivers, custodians, security staff, cafeteria workers, aids, assistants, secretaries and the administration, all of whom work together to garner recognition for Roanoke City Public Schools as one of the most outstanding districts in the state, region and nation. She commended City Council

on the support that it provides to make Roanoke's public education system successful.

Ms. Wyatt asked the following questions:

Over the past four years, six middle school principals, two high school principals and five or six elementary school principals have either retired or resigned which is approximately 50 per cent of Roanoke's building level administrators. What does that indicate to you about Roanoke City Schools and what should be done about it?

Ms. Payne advised that the School Board has struggled with the question for some time, which indicates a lack of prepared persons in the school ranks for leadership roles. She stated that the school system has been weak in preparing staff for those roles so that when vacancies occur, there are qualified persons within the school district who can be rotated into administrative positions. She explained that the School Board has had to go back into the retirement ranks and place retired personnel in these type of positions knowing that within a few years they will again retire, which has continued to add to the problem. She stated that there are those individuals who move on to higher paying positions, and it is a matter of doing a

better job in preparing those persons already on staff to step into openings as they occur.

On a scale of one to ten, one being the lowest, ten being the highest, how effective do you think the site based councils in Roanoke City Schools are and what would you do to improve them?

Ms. Payne advised that she has had personal issues with site based councils ever since her daughter enrolled in the City's school system. She questioned how the different grading systems in each school were established, and stated that site based councils have caused problems with the grading system and the way abilities of students are assessed. She stated that while there are some advantages to site based management, such as parental involvement, the school system sometimes loses a grasp on those things that should be at the top of the list to be addressed. She added that although site base management exists in Roanoke's schools, she is not a true proponent.

Mr. Bestpitch asked the following questions:

I have heard a number of people comment on the strong positive working relationship between the City, the School Board and central administration. I have

heard from a number of teachers and on site administrators who feel that they are a part of a fourth group whose opinions are not always considered when important decisions are made. What would you do as a School Board member to expand this three-way partnership into more of a four-way partnership?

Ms. Payne advised that this is a continual problem because of the number of persons who do not feel comfortable in speaking up for fear of retaliation; and it is an area that the School Board must continue to address in order to make people feel that they are a part of the total package, by insuring that they are involved and that they are made to feel comfortable in expressing their views. She stated that during her meeting with the Roanoke Education Association, there was discussion with regard to ways to gauge the perspective of teachers, bus drivers, aids, cafeteria workers, etc., regarding the school system, because people come to the table with differing opinions; therefore, the school system needs to embrace all school employees to insure that the School Board receives feedback and when issues are brought to the table and school employees believe that they have not been heard, the School Board should listen to them and provide them with an open forum. She added that whenever a parent telephones, she is quick to respond because she wants to know what is on the minds of teachers and parents, bus drivers, etc., to address concerns in an effort to find a better way to deal with issues so that

everyone is provided with the pertinent information and made to feel a part of the total system and valued for what they contribute.

What specific things would you do to encourage parental involvement in the education of their children?

Ms. Payne advised that the Superintendent sends a newsletter to parents periodically, and parent-teacher associations are an effective way to get the word out, but in order to find ways to encourage parental involvement, the school system must continue to ask parents, with some consistency, to be involved in their child's learning experience and to provide input on how Roanoke's school system is performing.

Mr. Hudson asked the following question:

What is your assessment of Dr. E. Wayne Harris, Superintendent of Schools?

Ms. Payne advised that Dr. Harris is well known, admired and highly respected by his peers based on the feedback she has received. She stated that he does an effective job for the school system; however, he is not perfect, nor is anyone else, but overall he tries to give his best. She added that sometimes he has to be reminded to

listen to the people a little more; he does an effective job in addressing the needs of students; however, he could be more understanding and supportive of the needs of teachers. Overall, she stated that he is an effective Superintendent who tries to do what is best for all of Roanoke's students.

Mr. White asked the following question:

What do you see as the major strengths and the major weaknesses facing the Roanoke City School System and what would you do to enhance the strengths and to mitigate the weaknesses?

Ms. Payne advised that overall, the strengths are in Roanoke's good teaching facilities, although there needs to be a way to rid the school system of the modular classrooms at certain school sites. She stated that Roanoke has tried to take its schools back to the community which can be evidenced through the fitness centers that the City and the School Board have instituted by making sure that the facilities are being used by the communities that they serve. She added that other strengths include school staff because Roanoke has a pool of good teachers and administrators, and a staff that cares about the children. She stated that a weakness lies in the fact that the school system is not developing personnel so that when openings occur, qualified staff with leadership skills are waiting to assume those

positions, in order to move the school division ahead. She advised that another weakness is that some of the schools are not as diverse as they should be and diversity is something that children should be subjected to at the elementary school level.

Mr. Carder asked the following question:

We in Roanoke have done a poor job in terms of marketing ourselves in many facets. What would you do to get the word out about our school system?

Ms. Payne advised that Roanoke City Schools invites local realtors to school sites to provide them with the opportunity to see first hand what Roanoke's school system has to offer. She stated that Roanoke is fighting a battle with what people hear and what they envision about the Roanoke City Schools, and because Roanoke is an urban area, people tend to think that urban school systems are riddled with problems, and they forget about the types of programs that the City of Roanoke has to offer. She added that Roanoke is in an enviable position with other school divisions because of the support that City Council gives to the School Board to make those programs come to fruition. In order to help people understand, she advised that the message has to go out via the schools web-site, publications, word of mouth, marketing the system through teacher job fairs, and telling Roanoke's story to

organizations like the Kiwanis Club, Rotary Club, and Lions Club, etc., which will enable the system to dispel some of the perceptions about Roanoke City Public Schools.

Vice-Mayor Carder asked the following questions on behalf of the Mayor.

Is it your belief that only government has the ability to run a school system?

Ms. Payne advised that it is not her belief that only government has the ability to run a school system.

Would you support a charter school managed outside of the traditional School Board?

Ms. Payne advised that if the charter school concept is handled correctly and if there is an assurance that children will get a quality education, she would support a charter school under those circumstances because not all children can learn in a traditional school setting. She stated that charter schools provide an alternative and if they are established using the right guidelines, she would most likely be supportive.

The fifth and last person to be interviewed was Gary W. Bowman.

Mr. Bowman advised that there are four reasons he should be appointed to the School Board. First, he stated that on paper and in terms of experience, he is the most qualified person to present himself for a seat on the School Board. He added that he has been extensively trained in public personnel, public budgets and policy evaluation, he is an attorney which represents a significant qualification because he deals with people on a day-to-day basis by helping to solve their problems and much of what the School Board does has to do with people and their problems, trying to assess the merits and finding a solution. He advised that most importantly, he has three children in the school system, he is the only applicant who has a child in elementary school, and the only applicant who will have that same child in the rebuilt Patrick Henry High School, therefore, he has a long term stake in the affairs of the schools, and hopes to have an impact on the reconstructed Patrick Henry High School and the direction that school policy will take in the future. Secondly, he stated that he is the most independent person to present himself for appointment, and he has repeatedly demonstrated that he acts in the interest of better government. He noted that he presents himself as a School Board candidate because he believes that he can have a significant impact on making the schools more responsive to the customers who are the parents. Thirdly, in terms of responsiveness, he advised that the schools have pockets of excellence that should be encouraged; however, other

problems are dysfunctional to the point of being absurd and when parents raise questions regarding those problems, they are often met with arrogance and bureaucratic stonewalling, they do not get a solution to the problem, and if appointed to the School Board, he would act as an intermediary between the parents and the school system which is lacking at the current time. He stated that he would bring an innovative energy and enthusiasm to the School Board, and he is a strong believer in school choice and decentralization which is the direction that Roanoke's schools should take. He advised that the school system has already taken certain strides in that direction which have been positive and were met with success, and by fostering that innovation, the schools can be improved by applying the principles of the market competition and respect to all customers of Roanoke's schools.

Mr. Bestpitch asked the following questions:

I have heard from numerous people about the strong positive working relationship between City Council, the School Board and central administration. I have heard from a number of teachers and on site administrators who feel that they are a part of a fourth group whose opinions are not always considered when important decisions are made. What would you do as a School Board member to expand this three-way partnership into more of a four-way partnership?

Mr. Bowman advised that he has not heard that concern expressed, although he has seen some evidence of it. He stated that there is a perception among school teachers and administrators at the school level that what happens in central administration is far removed from what is being done at the schools. He added that there are instances where he has personally observed situations where it appears that the “head is divorced from the body”. He stated that there should be more cognizance at the level of the administration, which is where the problem seems to

exist, regarding concerns expressed by parents and persons at the school level, rather than having those concerns met with defensiveness by the administration.

What specific things would you do to increase parental involvement in the education of their children?

Mr. Bowman advised that there are layers of involvement, there are parents who are particularly interested in what is going on in the schools and those same parents will be active in parent-teacher associations and site based councils, and in order for them to be effective, there must be effective site based councils which currently do not exist in all schools. He stated that in promoting the parent-teacher associations, there must be congruence between school districts and neighborhoods which is currently not taking place. He advised that the school administration has created a system where the upper level of children in the system receive better treatment than those less fortunate children which has created a problem, and the school administration should be more cognizant of not catering to problem people. He noted that the solution to the problem is to have a School Board with an administration that is responsive to the rest of the people and those are the people that he wants to be responsive to and to serve as an intermediary in order to represent those persons in addressing their concerns with the school administration and other members of the School Board.

Mr. Hudson asked the following question:

Define what accountability means to you at the following levels: administration, teachers and students.

Mr. Bowman advised that accountability is the wrong word to focus on at this point in administering the schools. He stated that in public administration, there are two distinct terms, accountability and responsiveness; and accountability means that individuals can be penalized, or otherwise provided negative or positive incentives, if certain consequences do not occur. He stated that everyone should be required to meet a standard of performance on the job, regular supervision in the schools can determine what the standard is and new procedures are not necessary to tie accountability to some kind of quantitative measures. He explained that teachers should be responsible for doing a good job in the teaching arena, and administrators should be held accountable if they do things that do not make sense, or if they are not doing their job properly.

Mr. White asked the following question:

What do you see as the major strengths and the major weaknesses facing the Roanoke City School System and what would you do to enhance the strengths and to mitigate the weaknesses?

Mr. Bowman advised that one of the strengths is the good teaching staff in the school system. He stated that weaknesses are those things that detract from the teachers being able to do a good job in the classroom and those things that prevent children from interacting with the teacher. He added that all of the procedures are in place that should be implemented to properly deal with problem children; there are situations in Roanoke City Schools where there are good teachers with good hearts, but those same teachers are inept and they need to be told that this is not acceptable. He stated that another problem is when an individual tries to highlight some of the problems in the school system, responses from some administrators are uncivil, therefore, a person is faced with a rude or insulting school employee when that person is trying to identify a problem, which in turn, alienates parents and makes them wonder how the school system is fostering civility in the schools when administrators are not acting civil themselves. He reiterated that the strength lies with the teachers, and the weakness is in encouraging administrators to respond to questions or concerns that need to be addressed.

Ms. Wyatt asked the following questions:

Over the past four years we have had six middle school principals, two high school principals and five to six elementary school principals either resign or retire which is approximately 50 per cent of building level administrators in a four year period. What does that indicate to you about Roanoke City Public Schools and what should be done about it?

Mr. Bowman advised that the situation is not something that he is familiar with, so he would be hesitant to address the question. He stated that there are two problems at Patrick Henry High School and there is no solution because the school does not have a long term principal. He added that employment of principals at the various schools must be a top priority, even if additional funds must be allocated.

Mr. Carder asked the following questions on behalf of the Mayor:

Is it your belief that only government has the ability to run a school system?

Mr. Bowman advised that government does not have the exclusive monopoly, nor is it the expert to run a school system. He stated that although it should not, government in Roanoke City has a legal monopoly on running the schools.

Would you support a charter school managed outside of the traditional school board?

Mr. Bowman responded in the affirmative. He advised that the charter school statute appears to authorize the school districts to charter schools established by anyone. He further advised that there is a charter school in Roanoke; however, he was dismayed to learn that Dr. Harris and Mr. Kelley initiated the idea for a charter school, and since funds come from the public budget, it is not a true charter school, but a district school. He explained that there is a legal mechanism for charter schools, but the concept will face opposition at the School Board level because the School Board wants charter schools that are district schools. He advised that there are numerous ideas that should be available as opportunities for charter schools and should be promoted so that charter schools will be implemented throughout the City of Roanoke, which is another way to increase parental responsiveness and to increase educational attainment in the future.

There being no further business, the Vice-Mayor declared the meeting adjourned at 6:26 p.m.

A P P R O V E D

ATTEST:

Mary F. Parker

City Clerk

Ralph K. Smith

Mayor

May 7, 2001

Honorable Ralph K. Smith, Mayor

Honorable William H. Carder, Vice Mayor

Honorable William D. Bestpitch, Council Member

Honorable C. Nelson Harris, Council Member

Honorable W. Alvin Hudson, Jr., Council Member

Honorable William White, Sr., Council Member

Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Encroachment into Public Right-of-Way - Proposed Sign
 at 110 Church Avenue, SW - Tax No. 1012211

Burton Electric Signs, on behalf of First Citizens Bank, has requested permission to install a projection sign on the building at 110 Church Avenue, SW, which would encroach into the public right-of-way. See Attachment #1.

The proposed sign would encroach approximately eighteen (18) inches into the right-of-way of Church Avenue, and have eleven (11) feet of clearance above the sidewalk. See

Attachment #2 for sketch of sign. The right-of-way of Church Avenue at this location is approximately fifty (50) feet in width. Liability insurance and indemnification of City by the property owner shall be provided by the property owner as specified in the attached exhibit. See Attachment #3.

Recommended Action(s):

Authorize the City Manager to advertise a public hearing, and

Following a public hearing, authorize the City Manager to execute the appropriate document granting a revocable license to the property owners at 110 Church Avenue, SW, to allow the installation of a sign encroaching approximately eighteen inches into the right-of-way of Church Avenue, SW.

Respectfully submitted,

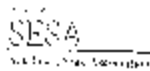
Darlene L. Burcham
City Manager

Attachments: 3
The Honorable Mayor and Members of Council
May 7, 2001
Page 2

cc: William M. Hackworth, City Attorney
Mary F. Parker, City Clerk

James D. Grisso, Director of Finance
Sarah E. Fitton, Engineering Coordinator
Lisa McMillan, Burton Electric Signs

CM01-0068



P.O. BOX 1226 1974 W. FINE STREET • YOUNT AIRY, NORTH CAROLINA 27070 • 336/780-0200 • FAX 336/788-4255 • www.burtonsigns.com

APRIL 2, 2001

CITY OF ROANOKE
ENGINEERING DEPT.
ROANOKE, VA

ATTN: SARAH FITTON

RE: FIRST CITIZENS BANK AT 110 CHURCH AVE., ROANOKE, VA

SARAH,

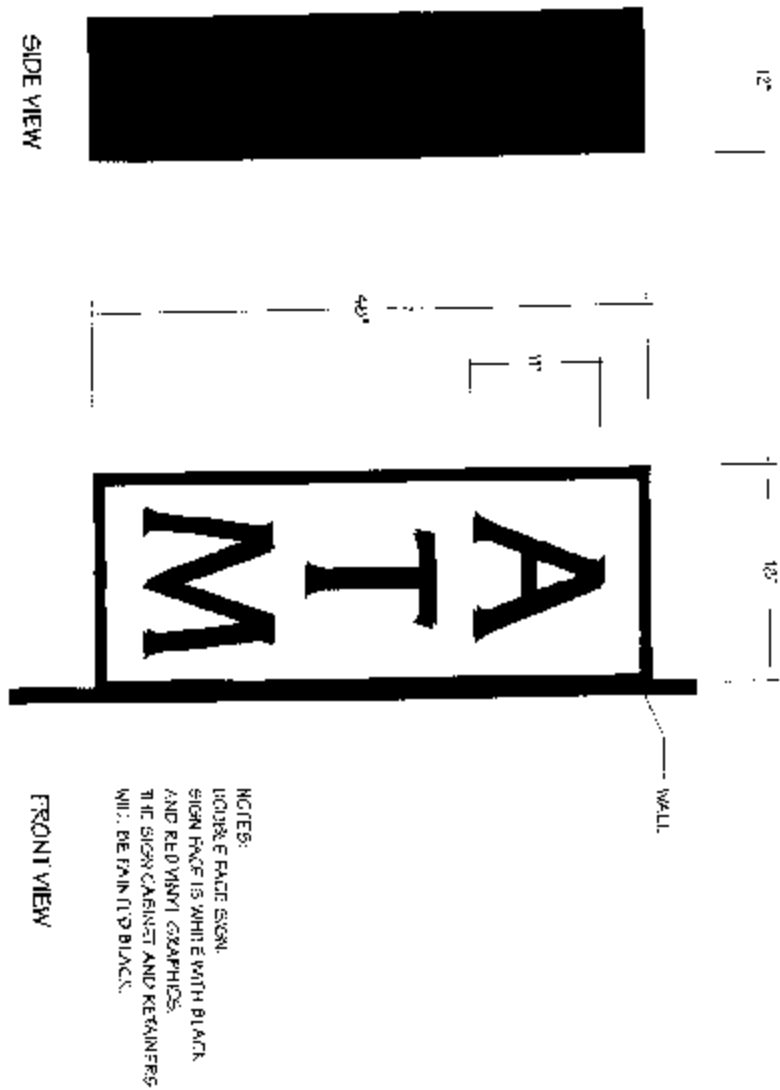
PLEASE CONSIDER THE FOLLOWING PROJECTION SIGN FOR FIRST CITIZENS BANK AT THE ABOVE LOCATION. AS THE APPLICATION REFLECTS, THE SIGN WILL HAVE AN 11' CLEARANCE OVER THE SIDEWALK.

SHOULD YOU HAVE ADDITIONAL QUESTIONS IN ORDER TO PROCESS OUR REQUEST, PLEASE CALL ME AT (800) 476-9333. THANK YOU FOR YOUR TIME AND CONSIDERATION!

SINCERELY,


LISA McMILLAN

ATTACHMENT 1



This is a copy of the original drawing, created by Bultron Signs, and is not a reproduction of the original drawing. The original drawing is the property of Bultron Signs and is not to be reproduced without the written consent of Bultron Signs. The original drawing is the property of Bultron Signs and is not to be reproduced without the written consent of Bultron Signs.

Title: FIRST CITIZENS BANK
Design #: 218010GR
Date: 2-19-01
Scale: 1" = 1'-0"

ATTACHMENT 2

EXHIBIT A

INSURANCE REQUIREMENTS
FOR ENCROACHMENTS IN RIGHT-OF-WAY
COMMERCIAL

Owner shall obtain liability insurance coverage with respect to claims arising out of the subject matter of this agreement. The amount of such insurance shall not be less than:

- A. General Aggregate \$300,000
- B. Products - Completed/Operations Aggregate \$1,000,000
- C. Personal and Advertising Injury \$1,000,000
- D. Each Occurrence \$300,000
- E. Above amounts may be met by umbrella form coverage in a minimum amount of \$1,000,000 aggregate; \$1,000,000 each occurrence.

Owner shall name the City, its officers, agents, employees, and volunteers as additional insured as its interests may appear on the above policy. Such coverage shall not be canceled or materially altered except after thirty (30) days prior written notice of such cancellation or material alteration to the City Manager of the City of Roanoke.

Owner shall indemnify and save harmless the City of Roanoke, its officials, officers and employees, from all claims for injuries or damages, including legal fees, to persons or property that may arise by reason of the encroachment over public right-of-way.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE granting a conditional permit to allow for the encroachment of a projection sign extending approximately eighteen (18) inches into the public right-of-way adjacent to the property located at 110 Church Avenue, S.W., and bearing Official Tax No. 10112211, upon certain terms and conditions.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. Permission is hereby granted First Citizens Bank ("Permittee") and their grantees, assignees, or successors in interest, of the property bearing Official Tax No. 1012211, otherwise known as 110 Church Avenue, S.W., within the City of Roanoke, to permit an encroachment of a project sign extending approximately eighteen (18) inches into the public right-of-way adjacent to the property located at 110 Church Avenue, S.W., as more fully described in a report to City Council dated May 7, 2001.

2. Said license, granted pursuant to ' 15.2-2011, Code of Virginia (1950), as amended, shall be revocable at the pleasure of the Council of the City of Roanoke and subject to all the limitations contained in the aforesaid ' 15.2-2011.

3. It shall be agreed by the Permittee that, in maintaining such encroachment, the Permittee and their grantees, assignees, or successors in interest shall agree to indemnify and save harmless the City of Roanoke, its officials, officers and employees from all claims for injuries or damages to persons or property that may arise by reason of the above-described encroachment in the public right-of-way.

4. Permittee, their grantors, assigns or successor in interest shall for the duration of this license maintain on file with the City Clerk's Office evidence of insurance coverage in the amounts not less than \$300,000.00. This insurance requirement may be met by either homeowner's insurance or commercial general liability insurance. Certificate of insurance must list the City of Roanoke, its officers, employees, agents and volunteers as additional insureds. Certificate shall state that insurance may not be canceled or materially altered without 30 days written advance notice of such cancellation or alteration being provided to the Director of Utilities and Operations of the City of Roanoke.

5. The City Clerk shall transmit an attested copy of this ordinance to Gary Williams,
P. O. Box 27131, Raleigh, North Carolina 27611-7131.

6. This ordinance shall be in full force and effect at such time as a copy, duly signed, sealed, and acknowledged by First Citizens Bank, has been admitted to record, at the cost of the Permittee, in the Office of the Clerk of the Circuit Court of the City of Roanoke and shall remain in effect only so long as a valid, current certificate evidencing the insurance required in Paragraph 4 above is on file in the office of the City Clerk.

ATTEST:

City Clerk.

ACCEPTED and EXECUTED by the undersigned this _____ day of _____, 2001.

My Commission expires:_____.

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject: Policy on Sale of Land in City Owned Watersheds

Background:

The City of Roanoke currently owns over 14,000 acres of watershed and buffer property for the protection and preservation of the Carvins Cove Reservoir and the Beaver and Falling Creek Reservoirs. Watershed property provides drainage from rainfall into the storage reservoirs and is the only source of recharge. Buffer property, while beyond the divide of the watershed, provides protection against intrusion upon the watershed property.

City policy has been that watershed property is not for sale while buffer property may be considered for lease or sale on an extremely limited basis.

The City receives requests periodically for the purchase of watershed and buffer property from adjoining property owners. Recent requests have identified a need to establish a policy for the sale of property within the City of Roanoke water supply watersheds.

Recommended Action:

City Council concur with the City Manager and Director of Utilities and adopt the attached policy on the sale of land in city owned watersheds to establish a consistent means of addressing future requests.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:je
Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Michael McEvoy, Director of Utilities
Jesse H. Perdue, Jr., Manager, Water Division

Sale of Property within City of Roanoke Water Supply Watersheds

1) Sale Criteria (Must be met to consider a sale)

- a) The parcel shall not be located within the drainage / runoff area of the watershed.
- b) The parcel shall not be located within a 1000-foot buffer beyond the watershed drainage divide.
- c) Proceeds of the sale must be used for watershed protection issues such as land acquisition of watershed property, purchase of development rights, recharge area protection, pollution abatement programs, etc. Sale requests may be rejected if a protection measure is not available.
- d) The transaction must be deemed beneficial by the City Manager and approved by the Roanoke City Council.

2) Land Restrictions

- a) The Purchaser must agree to the following restrictions on the parcel:
 - i) Placement of the property into a restrictive covenant limiting development as follows:
 - (1) No industrial development identified by the Standard Industrial Classification Codes.
 - (2) No commercial development in accordance with the applicable County zoning ordinance for watershed property
 - (3) Residential development limited to one single-family house per 10 acres on 10-acre lots.
 - b) The purchaser must agree not to allow any of the following uses on the property, by deed restrictions:
 - i) Storage of un-containerized bulk materials such as, but not limited to, salt, sand, gravel, tires, etc.
 - ii) Storage of materials defined as hazardous in accordance with Federal Regulations.
 - iii) Storage defined as a solid waste in accordance with Federal Regulations.
 - iv) Commercial recreational activities.
 - v) Agricultural operations in accordance with Federal Regulations or County zoning ordinances.
 - c) The City retains rights to the following:
 - i) All surface water on or exiting the parcel;
 - ii) All groundwater within the parcel boundaries;

- iii) All mineral development, both above and below ground, within the parcel boundaries

3) Obligations of the Purchaser

- a) Provide a survey of the requested parcel at no cost to the City
- b) Arrange for an appraisal of the requested parcel at no cost to the City
- c) Assume all costs with regard to the transfer of the requested parcel
- d) Make payment at the time of parcel transfer
- e) Provide access to City personnel during regular business hours to determine compliance with the restrictions of Section two of the policy and the terms of sale
- f) Abide by the restrictions of section two of this policy

4) Procedures for Disposition of Surplus Property:

- a) Public Hearing held, 1st reading of Ordinance.
- b) 2nd reading of Ordinance declaring property to be surplus.
- c) Advertise for bids on property.
- d) Open bids.
- e) Recommend highest bid be accepted.
- f) Council approval.
- g) Have deed prepared, executed and recorded. Purchaser shall have deed prepared by an attorney at purchaser's cost.

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject: Purchase of Utility
Vehicles and Pickup
Trucks; Bid No. 01-02-83

Background:

Capital Maintenance and Equipment Replacement Program (CMERP) has identified the need to replace three (3) 4-wheel drive utility vehicles in the Police Department, one (1) pickup truck in Building Services and one (1) pickup truck in Billings and Collections.

Considerations:

Bids were requested after due and proper advertisement. Two (2) bids were received. The lowest bid, on the utility vehicles, submitted by Dominion Car Co. took exceptions to required emergency lights, specific law enforcement package and rear heater/air conditioning. These exceptions are substantial and cannot be waived as informalities; thus, the bid is nonresponsive. The lowest bid, meeting specifications, for the utility vehicles was submitted by Magic City Motor Corporation in the amount of \$27,237.00 per unit. Magic City Motor Corporation was the lowest bidder on the pickup truck for Building Services, at a cost of \$13,299.00, and the pickup truck for Billings and Collections, at a cost of \$14,071.00. Magic City Motor Corporation's bids on the pickup trucks meet all required specifications.

Recommended Action:

Award the bids as set forth above and authorize the issuance of purchase orders for a total of \$109,081.00. Appropriate funds from Fleet Management Prior Year Retained Earnings to Fleet Management account #017-440-2642-9010.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB: bdf

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Barry L. Key, Director of OMB
D. Darwin Roupe, Director of General Services
Robert L. White, Purchasing Manager

CM01-0054

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting bids made to the City for furnishing and delivering utility vehicles and pickup trucks upon certain terms and conditions; and rejecting all other bids made to the City.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The bids in writing of the following named bidders to furnish to the City the items hereinafter set out and generally described, such items being more particularly described in the City's specifications and any alternates and in each bidder's proposal, are hereby ACCEPTED, at the purchase price set out with each item:

Q u a n t i t y a n d Description	Successful Bidder	Total Purchase Price
3 utility vehicle	Magic City Motor Corporation	\$81,711.00
1 pickup truck	Magic City Motor Corporation	\$13,299.00
1 pickup truck w/tool boxes	Magic City Motor Corporation	\$14,071.00

2. The City's Manager of Purchasing is hereby authorized to issue the requisite purchase orders and related documents therefor, incorporating into said orders the City's specifications, the terms of said bidders' proposals and the terms and provisions of this Resolution.

3. Any and all other bids made to the City for the aforesaid procurement are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

ATTEST:

City Clerk.

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Change Order No. 1
Roanoke Centre for Industry and
Technology
Phase III, Blue Hills Drive Extension
Grading for Tracts A, B, and F

Allegheny Construction Company, Inc., 2830 Nicholas Avenue, N.E., Roanoke, Virginia 24012, was awarded a contract in the amount of \$1,300,883 at the November 6, 2000 meeting of City Council to provide for an extension of the existing Blue Hills Drive, and grading three sites known as Tracts A, B, and F.

The contractor has proposed grading an additional site in RCIT, Tract D, which is next to one of the other sites the contractor is working on. The cost of the additional grading work is based upon the current contract prices. The proposed grading of Tract D involves approximately 300,000 cubic yards of earthwork and is proposed for a lump amount of \$868,500. Staff, in coordination with our consultant Lumsden Associates, P.C., has reviewed the grading proposal and finds it favorable to the City.

Funding is available from the proceeds of Public Improvements Bonds Series 1999 account number 008-052-9709-9178.

Recommended Action:

Authorize the City Manager to execute Change Order No. 1, in the lump sum amount of \$868,500, with Allegheny Construction Company, Inc. to provide for the grading of Tract D at the Roanoke Centre for Industry and Technology.

The Honorable Mayor and Members of Council
May 7, 2001
Page 2

Transfer \$868,500 from Public Improvements Bonds Series 1999 – Economic Development account number 008-052-9709-9178 to RCIT Infrastructure Extension account number 008-052-9632-9065.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/PCS/bls

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the City Manager's issuance of Change Order No. 1 to the City's contract with Allegheny Construction Company, Inc. for the grading of Tract D at the Roanoke Centre for Industry and Technology; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager is authorized to execute for and on behalf of the City, in a form approved by the City Attorney, Change Order No. 1 to the City's contract with Allegheny Construction Company, Inc. for the grading of Tract D at the Roanoke Centre for Industry and Technology, all as more fully set forth in the letter to this Council dated May 7, 2001.

2. This Change Order will provide authorization for additions in the work with an increase in the amount of \$868,500 to the contract, all as set forth in the above letter.

3. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Change Order No. 11
New Police Building
348 West Campbell Avenue
Roanoke, Virginia

The City entered into a contractual agreement with Thor, Incorporated, 3313 Plantation Road, N.E., Roanoke, Virginia 24012, for construction of the New Police Building in the amount of \$4,015,200 and 390 consecutive calendar days construction time. The project is currently scheduled for completion in June 2001. Change orders totaling \$189,507.50 have been previously approved.

A change in the communication/data network system is necessary to ensure compatibility with current equipment amounting to \$30,081 and 12 additional days of contract time. Due to the inclusion of some funding in the contract Schedule of Values, there is no net additional expense to the contract. The total contract amount of \$4,204,707.50 will not change.

Recommended Action:

Authorize the City Manager to execute Change Order No. 11 for the above work with Thor, Incorporated in the amount of \$30,081 and 12 additional calendar days of contract time.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/LBC/bls

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance

#CM01-0060

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the City Manager's issuance of Change Order No. 11 to the City's contract with Thor, Incorporated for a change of the communication/data network system for the New Police Building Project; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager is authorized to execute for and on behalf of the City, in a form approved by the City Attorney, Change Order No. 11 to the City's contract with Thor, Incorporated for a change of the communication/data network system for the New Police Building Project, all as more fully set forth in the letter to this Council dated May 7, 2001.

2. This Change Order will provide authorization for additions in the work amounting to \$30,081, all as set forth in the above letter.

3. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: U.S. Army Corps of Engineers
Mapping Project
Phase III Contract

The Planning Assistance to States Program provides for federal matching funds to help localities support mapping and flood planning activities. A five year program to provide digital topographic and orthophoto maps of the City was developed with the U.S. Army Corps of Engineers. The first year of this project has been successfully completed and mapping coverage for the northern third of the City has been completed and received by the City. Phase II of the project maps the central third of the City and is nearing completion. Map products will be delivered to the City within the next 60 days. Phase III of the program includes mapping of the southern third of the City and will complete topographic mapping of the City.

An agreement between the City and the Corps of Engineers has been developed which will provide for the completion of topographic mapping and orthophotography of the City. The proposed contract has a cost of \$118,000 to the City of Roanoke. Federal matching funds will be provided by the Corps of Engineers.

Funding in the amount of \$49,000 is available in account number 008-056-9654. The remaining funding of \$69,000 is available in the Capital Maintenance and Equipment Replacement Fund.

Recommended Action:

Authorize the City Manager to execute an agreement for Phase III Water Resources Planning - Digital Mapping between the City of Roanoke and the U. S. Army Corps of Engineers. Appropriate \$69,000 from Capital Maintenance and Equipment Replacement Fund and transfer \$49,000 from account number 008-056-9654-9003 - Corps of Engineers Mapping Project to a new project account entitled Corps of Engineers Mapping – Phase III.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/PCS/bls

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance

#CM01-0067

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to enter into an agreement with the U.S. Army Corps of Engineers to provide Phase III Water Resources Planning - Digital Mapping products and services to the City.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized on behalf of the City to execute and attest, respectively, an agreement with the U.S. Army Corps of Engineers to provide Phase III Water Resources Planning - Digital Mapping products and services to the City under the Planning Assistance to States Program as described in the City Manager's letter to this Council dated May 7, 2001. The City's share of the cost for these products and services to be \$118,000.00.

2. The agreement shall contain such other terms and conditions deemed appropriate by the City Manager, and the form of the agreement shall be approved by the City Attorney.

ATTEST:

City Clerk

May 7, 2001

Honorable Ralph K. Smith, Mayor

Honorable William H. Carder, Vice Mayor

Honorable William D. Bestpitch, Council Member

Honorable C. Nelson Harris, Council Member

Honorable W. Alvin Hudson, Jr., Council Member

Honorable William White, Sr., Council Member

Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Contract for the provision
of engineering services
for the City's Regional
Water Pollution Control
Plant

Background:

A project to expand the capacity of the City's Water Pollution Control Plant (WPCP) to 62 million gallons per day (MGD) average daily monthly flow for the maximum month and the addition of collection system capacity through the addition of two new interceptor lines was completed in March 2000. Upon completion of the project questions arose as to the actual capacity increase at the facility achieved by the new additions and modifications. Increased facility flows, which occurred as a result of area rainfall, taxed and exceeded the facilities structural capabilities to provide necessary levels of treatment well before reaching the intended design flow. A capacity study was undertaken to determine if a capacity shortfall existed. With the completion of that capacity study, there is reason to believe that the design capacity of the facility is indeed below 62 MGD average daily flow for the maximum month. The capacity shortfall has been calculated to be between 10 to 14 MGD. Ongoing negotiations with both the Virginia Department of Environmental Quality (DEQ) and the Virginia Department of Health (VDH) have resulted in regulatory requirements that the City and partnering jurisdictions pursue additional activities to resolve the capacity issues present at the facility. The proposed contract will result in a preliminary engineering report to define what improvements are necessary to meet the 62 MGD requirements and will also provide engineering recommendations for immediate addition of interim improvements.

Considerations:

Qualification proposals have been publicly advertised and received. Following interviews of the responding firms, a selection committee composed of the City Engineer, Wastewater Manager, Wastewater Operations Superintendent, and Wastewater Maintenance Superintendent determined that Stearns & Wheler, LLC, One Remington Park Drive, Cazenovia, New York 13035, is best qualified to prepare the preliminary engineering report and possible design of approved interim improvements. A contract has been negotiated with Stearns & Wheler, LLC to complete the preliminary engineering report at a contract amount of \$342,681. Funds for this project are available from the Sewage Fund Retained Earnings through appropriation to operating account 003-510-8360-9055 and from contributions by the partnering jurisdictions according to the cost allocation formula set forth in the Multi-Jurisdictional Contract of November 1994 as adopted by Resolution No. 32204-101094.

Recommended Action:

Approve the contract for the above work and authorize the City Manager to execute a contract, in a form acceptable to the City Attorney, with Stearns & Wheler, LLC in the amount of \$342,681. Appropriate funds from Sewage Fund Retained Earnings to account number 003-510-8360-9055. Set up accounts to receive funds from partnering jurisdictions according to the 1994 Multi-Jurisdictional Contract.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:sss

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Michael McEvoy, Director of Utilities

CM01-0066

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing a contract with Stearns & Wheeler, LLC for engineering design services for the preparation of a detailed preliminary engineering report regarding the current capacity of the City's Regional Water Pollution Control Plant, evaluation of current operations, recommendations of possible interim improvements to the existing treatment process, and certain other items.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, a contract with Stearns & Wheeler, LLC. in the amount of \$342,681 for engineering design services for the preparation of a detailed preliminary engineering report regarding the current capacity of the City's Regional Water Pollution Control Plant, evaluation of current operations, recommendations of possible interim improvements to the existing treatment process, and certain other items as described in the City Manager's letter to this Council dated May 7, 2001.
2. The form of the contract shall be approved by the City Attorney, all as more particularly set forth in the above letter to Council.

ATTEST:

City Clerk.

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject: NFPA Resolution

Attached is a resolution opposing the passage of new fire and emergency medical services standards by the National Fire Protection Association (NFPA). The Virginia Municipal League has requested that local jurisdictions adopt the opposing resolution and forward to NFPA prior to May 16, 2001.

Recommended Action: Adopt Resolution

Sincerely,

Darlene L. Burcham

City Manager

DLB/JG/bs

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION opposing the adoption of the proposed new National Fire Protection Association (NFPA) 1710 and 1720 standards.

WHEREAS, the National Fire Protection Association (NFPA) is an international association of individuals and trade and professional organizations; and

WHEREAS, the mission of NFPA is to reduce the worldwide burden of fire and other hazards on the quality of life by providing and advocating scientifically-based consensus codes and standards, research and education; and

WHEREAS, NFPA has produced over 275 codes and standards that deal with every aspect of fire and life safety; and

WHEREAS, NFPA is an internationally recognized authority in producing codes and standards dealing with fire and life safety; and

WHEREAS, NFPA is currently proposing two new standards: NFPA 1710,

Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments; and NFPA 1720, Organization and Deployment of Fire Suppression, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments; and

WHEREAS, proposed NFPA standards 1710 and 1720 define minimum response times, minimum fire company staffing levels, initial full alarm response levels and extra alarm response levels; and

WHEREAS, levels of service delivery for fire and emergency medical services (EMS) have always been determined by local jurisdictions; and

WHEREAS, proposed NFPA standards 1710 and 1720 would impose onerous, unfunded mandates upon local governments to meet established response times and staffing levels, if adopted by NFPA with subsequent consideration taken by federal agencies, such as the Occupational Safety and Health Administration (OSHA) and insurance companies; and

WHEREAS, the NFPA has clearly gone outside its authority in

proposing these national minimum manning, response, and staffing standards;
and

WHEREAS, because NFPA codes and standards are voluntary and need to be adopted by local jurisdictions, these standards will be ~~the norm~~ because of the stature of NFPA in the development and promulgation of other codes and standards; and

WHEREAS, these two proposed standards will be considered and voted on at the NFPA annual conference on May 16, 2001 in Anaheim, California; and

WHEREAS, if adopted and issued, these proposed NFPA standards may force local governments to shift dollars from fire prevention programs to fire suppression activities, potentially increasing the risk of fire and the danger to local firefighters; and

WHEREAS, if adopted and issued, these proposed NFPA standards could force local governments to distribute fire and EMS resources in such a manner as to potentially lessen the effectiveness of those resources.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke opposes any attempt by the NFPA to adopt standards for staffing or minimum manning levels of fire, specialized, or emergency medical services vehicles controlled by units of local government.
2. The City of Roanoke opposes any attempt by the NFPA to adopt a

standard dictating or affecting the response time of any fire, specialized, or emergency medical services vehicle.

3. The City Clerk shall send this resolution to the NFPA registering the city's opposition to proposed standards 1710 and 1720, which preempt local authority and place a one-size-fits-all standard for our City and on all cities and towns.

ATTEST:

City Clerk

May 7, 2001

The Honorable Mayor and Members

of City Council

Roanoke, Virginia

Re: Roanoke Arts Commission

Dear Mayor Smith and Members of Council:

This is to follow-up on Council's directive of April 2, 2001, with regard to the recommendations made by the committee appointed by Council to review and make recommendations regarding restructuring of certain of the City's authorities, boards, commissions and committees. One of the recommendations was that the City's Arts Commission be merged with the Cultural Services Committee. Attached for your consideration is an ordinance which would combine and merge these two entities.

I would note that the City Code provides that the Arts Commission consists of fifteen members; it provides that the City's Cultural Services Committee consist of seven members. I am advised that because of vacancies and ending of the terms of some of the members of these committees, that as of July 1, 2001, there will be fifteen or fewer

members of the combined entity, thus the membership will not exceed the fifteen prescribed for the Arts Commission.

Please let me know if you have any questions about this ordinance.

With kindest personal regards, I am

Sincerely yours,

William M. Hackworth

City Attorney

WMH:f

Attachment

cc: Darlene L. Burcham, City Manager

James D. Grisso, Director of Finance

Mary F. Parker, City Clerk

Department of Finance

City of Roanoke, Virginia

May 7, 2001

TO: Honorable Mayor and Members of City Council

FROM: James D. Grisso, Director of Finance

SUBJECT: March Financial Report

This financial report covers the first nine months of the 2000-2001 fiscal year. The following narrative discusses revenues and expenditures to date.

REVENUE

General Fund revenues reflect an increase of 1.43% or \$1,618,000 compared to FY00. Variances in specific categories of revenues are as follows:

General Property Taxes are up 3.10% or \$1,221,000. The first installment of real estate tax was due on October 5, with the second installment due April 5. Real estate tax revenues through the end of March have increased 3.72% over the same period in the prior fiscal year, which is slightly under the 4% growth anticipated for FY01. This

category is anticipated to meet targeted revenue estimates, as the second tax installment is fully collected. Personal property tax revenue is below the prior year; however, the majority of this revenue is received near the end of the fiscal year.

Other Local Taxes have increased 4.82% or \$1,890,000. Business and professional occupational license tax, which was due March 1, is up 3.5% from the prior year and has exceeded the budgeted amount. Sales tax is slightly higher than through March of FY 2000 but continues to lag projections due to continued regional competition and the declining economy. Gas utility consumer tax revenue rose due to increased consumption. There has been an increase in the Right-of-Way use fee. Cellular phone tax is up due to the rising number of cell phone subscribers.

Fines and Forfeitures are below prior year collections by 15.78% or \$115,000. The decline is due to decreased collections of General District Court fines. This decrease is partially offset by an increase in parking ticket revenue.

Revenue from Use of Money and Property declined 9.70% or \$76,000. The State is billed for use of the Commonwealth Building

monthly based on estimated operating and maintenance costs. In August of FY00, the State was billed for the amount that actual costs exceeded estimated costs, producing significantly higher revenue in FY00. No additional amounts were billed in FY01. This decrease is partially offset by an increase in interest income resulting from higher average daily cash balances in the General Fund.

Grants-in-Aid Commonwealth decreased \$1,478,000 or 5.28% and is only at 43% of its revenue estimate for the year due to timing differences in the receipt of Comprehensive Services Act revenue. Additionally, the City no longer receives block grant monies from the state for the juvenile detention home operations. These decreases are partially offset by increases in Law Enforcement (HB599) funding, street construction and maintenance reimbursement, and reimbursement from the State Compensation Board for Sheriff-s department expenditures.

Charges for Services rose \$179,000 or 7.04% due to an increase in weed cutting and demolitions billings. These revenues were down in FY2000, compared to historical performance.

Miscellaneous Revenue is up \$29,000 or 22.12% resulting from having two surplus property sales in fiscal year 2001 as opposed to one

sale at this same point in time in the prior year. An increase in the volume of worn out vehicles necessitated the additional sale in the current fiscal year.

EXPENDITURES AND ENCUMBRANCES

General fund expenditures and encumbrances have increased 6.33% or \$8,509,000 since FY00. Variances in individual expenditure categories are discussed as follows:

Judicial Administration expenditures are up \$750,000 or 21.63%.

Juvenile and Domestic Relations Court Services costs to house children detained by the courts have increased from the prior year. Beginning in June 2000, these children are housed at the Roanoke Valley Detention Center instead of the City-operated detention home. Expenditures of the City-operated juvenile detention home were reported under the Public Safety category in prior years. Personal services costs of the Circuit Court have also increased.

Community Development expenditures have gone up 33.24% or \$809,000. Expenditure increases have occurred across-the-board in the Department of Planning and Code Enforcement related to its recent re-

organization and activities associated with the Comprehensive Plan. The Department of Economic Development has incurred additional costs related to the opening of a new office at an off-site location. Memberships and Affiliations expenditures also increased mainly due to a capital contribution paid to Center in the Square.

Transfer to Debt Service Fund is up \$2,131,000 or 22.12% on a year-to-date basis due to the required payment on the Series 1999 General Obligation Bonds. This was partially offset by decreased principal payments on the Series 1994 and 1997B General Obligation Bonds.

Transfer to School Fund is up 5.79% or \$1,879,000 as a result of the 3.5% increase in local funding of the schools and the appropriation of \$778,481 of the \$1,558,691 in CMERP funds allocated to the schools.

Nondepartmental expenditures increased 7.67% or \$525,000. Transfers to the Capital Projects Fund increased due to transfers of funding for Greater Gainsboro property acquisition, infrastructure and parking garage. Funds were also transferred for the new police building and various other capital projects. Transfers to the Department of Technology increased to fund priority CMERP projects and equipment

needs.

I would be pleased to answer questions which City Council may have regarding the monthly financial statements.

Director of Finance

JDG/tht

Attachments

May 7, 2001

The Honorable Ralph K. Smith and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Mayor Smith and Members of City Council:

Subject: 2001-02 RVTv Budget

The City of Roanoke, the County of Roanoke, and the Town of Vinton jointly operate Roanoke Valley Television (RVTv). The initial equipment and facilities for the television station were funded through a \$480,000 capital grant from Cox Communications. The station is located at the Jefferson Center and currently employs five full-time staff members. The staff produces videos and shows for the local

governments and school systems and cablecasts them, along with government meetings, on Cox Communications' Channel 3.

On June 8, 1992, City Council approved the Roanoke Regional Cable Television Agreement, which requires that the RVTV Operating Budget be approved by the governing bodies of the city, the county, and the town. Funding for the Operating Budget is shared by the three governments, based on the annual proportion of Cox subscribers located in each jurisdiction.

During 2000, RVTV produced 10 videos, 12 Inside Roanoke shows, one Roanoke Talk show, 10 Spotlight on City Schools shows, 24 City Council meetings, and six special meetings for the City of Roanoke.

The Roanoke Regional Cable Television Committee approved the attached RVTV Operating Budget for Fiscal Year 2001-02 at its April meeting. This budget amounts to \$269,616 and is a 4% increase over the current year's budget of \$259,078.

Cox Communications paid a 5% franchise fee to the local governments in 2000, which amounted to \$1,563,463. The local governments have traditionally agreed to allocate up to 20% of the

franchise fees collected to the RVTV Operating Budget. For the coming year, that amount would be \$312,693. RVTV's requested budget of \$269,616 is \$43,077 less than that amount.

Cox calculates the percentage of subscribers in each locality (as of December 31, 2000) as follows:

Locality	Subscribers	Percentage
City of Roanoke	32,065	55%
Roanoke County	22,997	40%
Town of Vinton	2,762	5%

Based on these figures, each locality's contribution to the Operating Budget would be as follows:

Locality	Contribution
City of Roanoke	\$148,289
Roanoke County	\$107,846
Town of Vinton	\$13,481

On behalf of the city's representatives to the Roanoke Valley Cable Television Committee, and as City Council's representative to that committee, I am pleased to recommend that City Council approve the proposed RVTV budget for Fiscal Year 2001-02 in the amount of \$269,616, with the city's contribution totaling \$148,289.

Sincerely,

W. Alvin Hudson

Roanoke City Council Member

WAH:cls

Attachment

cc: Darlene L. Burcham, City Manager
James D. Grisso, Director of Finance
William Hackworth, City Attorney
Mary F. Parker, City Clerk
Barry Key, Director of Management and Budget

Elaine Simpson, Station Manager, RVTv

Catherine McCollough, VP and GM, Cox Communications

Gary Tegenkamp, Assistant City Attorney

Chris Slone, Public Information Officer

May 07, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

	Subject:	Bid Committee
Report		Crystal Spring
Water Treatment		Plant, Project
No. 6484		Bid No. 01-01-
71		

The City of Roanoke was notified by the Commonwealth of Virginia Department of Health on May 2, 2000 that, due to possible surface water influence, Crystal Spring could not be used as a water supply until the water was treated for potential surface contaminants. This has caused a loss of 3 - 4 million gallons of water per day in the potable water supply of the City of Roanoke.

A preliminary engineering study determined the most feasible method to treat Crystal Spring water was a membrane filtration system.

Two bids were received on March 20, 2001, following proper advertisement for the necessary membrane filtration equipment. U.S. Filter Wastewater Group, Inc., 2118 Greenspring Drive, Timonium, Maryland 21093, submitted the lowest bid in the amount of \$1,600,317.00, which consists of a contract for \$320,063.40 for initial work by this contractor and a guarantee to supply the equipment to the City and subsequently to the general contractor for the remaining \$1,280,253.60.

The two bids received have been carefully evaluated by our engineering consultants, Wiley & Wilson, Inc. and HDR Engineering, Inc. The bids were evaluated on the basis of 20 year life cycle present worth. The consultants jointly recommend contract award to U.S. Filter Wastewater Group, Inc., as set forth above.

The subject bid is for membrane filtration system equipment that will be installed in the proposed Crystal Spring Water Plant building. The building and equipment installation will be bid at a later time to a general

contractor. This bid guarantees the price of the equipment to the City and subsequently to the general contractor.

The bid also requires U.S. Filter Wastewater Group, Inc. to prove the membrane system performance through a 90 day pilot testing program at Crystal Spring.

Funding is available in Water Fund Retained Earnings to pay the required cost equal to 20 percent of the bid amount. This cost may be reimbursed with a future bond issue.

The Honorable Mayor and Members of Council
May 7, 2001
Page 2

Recommended Action:

Accept the above bid and award a contract with U. S. Filter Wastewater Group, Inc. in the total amount of \$320,063.40 to provide pilot testing and detailed shop drawings for the proposed membrane filtration system at the Crystal Spring Water Treatment Plant and which will guarantee the price of the equipment as set forth above.

Authorize the City Manager to enter into a contractual agreement for the above work.

Reject the other bid received.

Appropriate \$320,063.00 from Water Fund Retained Earnings to an account to be established entitled Crystal Spring Water Treatment Equipment.

Adopt a resolution indicating the City's intent to reimburse itself from the proceeds of General Obligation Bonds to be issued in the future.

Respectfully submitted,

William H. Carder

W. Alvin Hudson

Philip C. Schirmer

I concur in the recommendation of the Bid Committee and recommend it to you for approval.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/PCS/bls

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
D. Darwin Roupe, Director of General Services

CM01-0063

ATTACHMENT 1

TABULATION OF BIDS

**CRYSTAL SPRING WATER TREATMENT PLANT
PROJECT NO. 6484
BID NO. 01-01-71**

Bids were opened by Robert L. White, Manager, Purchasing Department, on Tuesday, March 20, 2001, at 2:00 p.m.

CONTRACTOR

BASE BID	
	U.S. Filter Wastewater Group, Inc.
\$1,600,317.00	Pall Corporation
\$1,960,000.00	

Engineer's Estimate - \$3,000,000

Engineer

Office of the City
Roanoke, Virginia

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION declaring the City's intent to reimburse itself from the proceeds of its general obligation public improvement bonds for certain moneys to be appropriated by the City for expenditures in connection with the Crystal Spring Water Treatment Plant Project; and providing for an effective date.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. In accordance with U.S. Treasury Regulations, Section 1.150-2, the City hereby declares that it reasonably expects and intends to reimburse itself from the proceeds of its general obligation public improvement bonds in a principal amount of not to exceed \$6,000,000 for certain moneys to be appropriated by the City from time to time for expenditures in connection with the Crystal Spring Water Treatment Plant Project (the "Project"), including, without limitation, the amount of \$320,063.00 appropriated by an ordinance adopted contemporaneously herewith by the City Council on May 7, 2001, in connection with the awarding of a contract providing for pilot testing and detailed shop drawings for a proposed membrane filtration system at the Project.

2. The Council hereby determines that the appropriation authorized contemporaneously herewith is being made for a purpose for which the City is authorized to issue, and contemplated to be reimbursed from the proceeds of, general obligation public improvement bonds of the City. The maximum principal amount of debt expected to be issued for the Project is an amount not to exceed \$6,000,000.

3. This is a declaration of official intent adopted pursuant to U.S. Treasury

Regulations, Section 1.150-2. This official intent is being made not later than sixty days after the payment of the expenditures authorized by Paragraph 1 of this Resolution.

4. The City Clerk is directed to file this Resolution among the permanent papers of the City and hold it available for public inspection pursuant to the Virginia Freedom of Information Act, ' ' 2.1-340, et seq., Code of Virginia (1950), as amended.

5. This Resolution shall be effective on and after the date of its adoption.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE accepting the bid of U.S. Filter Wastewater Group, Inc. to provide pilot testing and detailed shop drawings for the proposed membrane filtration system at the Crystal Spring Water Treatment Plant, and to guarantee the price of the equipment to be subsequently supplied, upon certain terms and conditions and awarding a contract therefor; authorizing the proper City officials to execute the requisite contract for such work; rejecting all other bids made to the City for such work: and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The bid of U.S. Filter Wastewater Group, Inc. in the amount of \$320,063.40 to provide pilot testing and detailed shop drawings for the proposed membrane filtration system at the Crystal Spring Water Treatment Plant, and to guarantee the price of the equipment to be subsequently supplied, as is more particularly set forth in the City Manager's letter dated May 7, 2001, to this Council, such bid being in full compliance with the City's plans and specifications made therefor and as provided in the contract documents offered the bidder, which bid is on file in the Purchasing Department, be and is hereby ACCEPTED.

2. The City Manager and the City Clerk are hereby authorized, on behalf of the City, to execute and attest, respectively, the requisite contract with the successful bidder, based on its proposal made therefor and the City's specifications made therefor, the contract to be in such form as is approved by the City Attorney, and the cost of the work to be paid for out of funds heretofore or simultaneously appropriated by Council.

3. Any and all other bids made to the City for the above work are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Bid Committee Report
Furniture and Equipment
New Police Building
348 West Campbell Avenue
Roanoke, Virginia
Bid No. 01-02-93

After proper advertisement, bids were received for the purchase and installation of the furniture and equipment for the New Police Building located at 348 West Campbell Avenue, Roanoke, Virginia. This bid includes all office furniture, all conference room and meeting room furniture, and 35 work stations in accordance with the contract documents as prepared by the Office of the City Engineer.

Two (2) bids were received with Harris Office Furniture Co., Inc., 520 Kimball Avenue, N.E., Roanoke, Virginia 24016, submitting the low bid in the amount of \$229,786. Time of completion was specified as thirty (30) consecutive calendar days after the contractor has informed the supplier (Harris Office Furniture Co., Inc.) that they have access to the building.

Funding in the amount of \$240,000 is needed for the project and is available in the New Police Building account number 008-052-9563.

Additional funding in excess of the contract amount will be used for miscellaneous project expenses including advertising, printing, testing services, minor variations in bid quantities and unforeseen project expenses.

The Honorable Mayor and Members of Council
May 7, 2001
Page 2

Recommended Action:

Award the bid as set forth above and authorize the issuance of a purchase order to Harris Office Furniture Co., Inc. for a total of \$229,786.

Reject the other bid received.

Respectfully submitted,

William H. Carder

W. Alvin Hudson

Philip C. Schirmer

I concur in the recommendation of the Bid Committee and recommend it to you for approval.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/LBC/bls

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney

James D. Grisso, Director of Finance
D. Darwin Roupe, Director of General Services

CM01-0062

ATTACHMENT 1

TABULATION OF BIDS

**FURNITURE AND EQUIPMENT
NEW POLICE BUILDING
348 WEST CAMPBELL AVENUE
ROANOKE, VIRGINIA
BID NO. 01-02-93**

Bids were opened by Robert L. White, Manager, Purchasing Department, on Thursday, April 5, 2001, at 2:00 p.m.

BIDDER

LUMP SUM	Harris Office Furniture Co., Inc.
\$229,786.00	Barrows Business Environm ents
\$295,756.00	

Time of completion is thirty (30) consecutive calendar days after contractor has allowed access to the building.

Estimated Cost: \$240,000.00

Engineer

Office of the City

Roanoke, Virginia
May 7, 2001

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION accepting the bid of Harris Office Furniture Co., Inc. for the purchase and installation of the office furniture and work stations for the New Police Building, upon certain terms and conditions and authorizing a purchase order therefor; and rejecting all other bids made to the City for such work.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The bid of Harris Office Furniture Co., Inc. in the amount of \$229,786.00 for the purchase and installation of the office furniture and work stations for the New Police Building, as is more particularly set forth in the City Manager's letter dated May 7, 2001, to this Council, such bid being in full compliance with the City's plans and specifications made therefor and as provided in the contract documents offered the bidder, which bid is on file in the Purchasing Department, be and is hereby ACCEPTED.

2. The City's Purchasing Manager is hereby authorized to issue the requisite purchase order and related documents therefor, incorporating into said order the City's specifications, the terms of said bidder's proposal and terms and provisions of this Resolution.

3. Any and all other bids made to the City for the above work are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

ATTEST:

City Clerk

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Bid Committee Report
Exterior and Interior
Potable Water Tank Painting
1,000,000 Gallon Parkway
Standpipe Tank
Bid No. 01-02-61

After proper advertisement, bids were received for the exterior and interior painting of the 1,000,000 gallon Parkway standpipe potable water tank (between Falling Creek Treatment Plant and Vinton).

Ten (10) bids were received with Corfu Contractors, Inc., 2720 Bowling Green Drive, Vienna, Virginia 22180, submitting the low bid in the amount of \$147,500. A time of sixty (60) consecutive calendar days was specified for this project.

Funding in the amount of \$154,000 is needed for the project. Funding in the amount of \$110,000 is available in Water - Capital Outlay account number 002-510-2178-9028. The remaining funding of \$44,000 is available in the Unidentified Plant Replacement account number 002-510-2178-9026.

Additional funding in excess of the contract amount will be used for miscellaneous project expenses including advertising, printing, testing services, minor variations in bid quantities and unforeseen project expenses.

Recommended Action:

Accept the above bid and award a lump sum contract with Corfu Contractors, Inc. in the amount of \$147,500 and 60 consecutive calendar days to paint the exterior and interior of the 1,000,000 gallon Parkway standpipe potable water tank.

Authorize the City Manager to enter into a contractual agreement for the above work.

The Honorable Mayor and Members of Council
May 7, 2001
Page 2

Transfer \$110,000 from Water – Capital Outlay account number 002-510-2178-9028 and \$44,000 from the Unidentified Plant Replacement account number 002-510-2178-9026 to a new Water Fund capital account to be established by the Director of Finance.

Reject the other bids received.

Respectfully submitted,

William H. Carder

W. Alvin Hudson

Philip C. Schirmer

I concur in the recommendation of the Bid Committee and recommend it to you for approval.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/LBC/bls

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
D. Darwin Roupe, Director of General Services

CM01-0064

ATTACHMENT 1

TABULATION OF BIDS

**EXTERIOR AND INTERIOR
POTABLE WATER TANK PAINTING
1,000,000 GALLON PARKWAY
STANDPIPE TANK
BID NO. 01-02-61**

Bids were opened by Robert L. White, Manager, Purchasing Department, on Thursday, April 5, 2001, at 2:00 p.m.

BIDDER

LUMP SUM	ADDENDUM ICorfu Contractors, Inc.
\$147,500.00	No Taylor Services
\$148,000.00	- \$ 5,000.00 D.E. Eakin & Sons
\$160,000.00	- \$16,000.00 Welding, Inc.
\$164,000.00	- \$ 0.00 Southern Corrosion, Inc.
\$191,187.00	- \$ 8,141.00 G & M Painting Enterprises
\$192,600.00	- \$ 6,000.00 J & W Sandblasting of North Carolina
\$210,000.00	- \$ 7,000.00 D & M Painting

	Corporation
\$227,900.00	- \$14,700.00 Brickwood Contractors, Inc.
\$282,000.00	- \$ 3,400.00 Polymer Coatings, Inc.
\$325,000.00	- \$15,000.00

Addendum I requested the amount to be deducted from the Base Bid if it was found that the interior paint did not contain lead. The test showed 9% lead content so Addendum I had no effect on the Base Bid.

Estimated Cost: \$120,000.00
(Lead paint inside and outside increased the contract amount)

Engineer

Office of the City

Roanoke, Virginia
May 7, 2001

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE accepting the bid of Corfu Contractors, Inc. to paint the exterior and interior of the 1,000,000 gallon Parkway standpipe potable water tank, upon certain terms and conditions and awarding a contract therefor; authorizing the proper City officials to execute the requisite contract for such work; rejecting all other bids made to the City for such work; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The bid of Corfu Contractors, Inc. in the amount of \$147,500.00 to paint the exterior and interior of the 1,000,000 gallon Parkway standpipe potable water tank, as is more particularly set forth in the City Manager's letter dated May 7, 2001, to this Council, such bid being in full compliance with the City's plans and specifications made therefor and as provided in the contract documents offered the bidder, which bid is on file in the Purchasing Department, be and is hereby ACCEPTED.

2. The City Manager and the City Clerk are hereby authorized, on behalf of the City, to execute and attest, respectively, the requisite contract with the successful bidder, based on its proposal made therefor and the City's specifications made therefor, the contract to be in such form as is approved by the City Attorney, and the cost of the work to be paid for out of funds heretofore or

simultaneously appropriated by Council.

3. Any and all other bids made to the City for the above work are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

	Subject:	Bid Committee Report
		Improvements and
Signalization		at Hollins Road/Liberty Road
		Bid No. 01-02-82

After proper advertising, bids were received for the Improvements and Signalization at Hollins Road/Liberty Road Project. This project consists of turn lanes, road widening, and signal foundations at Hollins Road and Liberty Road.

Two (2) bids were received with H. & S. Construction Company, 2011 Salem Avenue, S.W., Roanoke, Virginia 24016, submitting the low bid in the amount of \$89,681.06. The construction time was specified as one hundred (100) consecutive calendar days.

Funding in the amount of \$110,000 is needed for the project and is available in the 1999 Public Improvement Bonds account number 008-052-9709-9191.

Additional funding in excess of the contract amount will be used for miscellaneous project expenses including advertising, printing, testing services, minor variations in bid quantities and unforeseen project expenses.

Recommended Actions:

Accept the above bid and award a unit price contract for the above work with H. & S. Construction Company in the amount of \$89,681.06 and 100 consecutive calendar days of contract time.

Authorize the City Manager to enter into a contractual agreement for the above work.

Reject the other bid received.

The Honorable Mayor and Members of Council
May 7, 2001
Page 2

Authorize the Director of Finance to transfer \$110,000 from the 1999 Public Improvement Bonds account number 008-052-9709-9191 to an account to be entitled "Hollins Road/Liberty Road Traffic Signal".

Respectfully submitted,

William H. Carder

W. Alvin Hudson

Philip C. Schirmer

I concur in the recommendation of the Bid Committee and recommend it to you for approval.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB/JGB/bls

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
D. Darwin Roupe, Director of General Services

CM01-0061

ATTACHMENT 1

TABULATION OF BIDS

IMPROVEMENTS AND SIGNALIZATION AT HOLLINS ROAD/LIBERTY ROAD BID NO. 01-02-82

Bids were opened by Robert L. White, Manager, Purchasing Department, on Tuesday, April 3, 2001, at 2:00 p.m.

CONTRACTOR

LUMP SUM	H. & S. Construc tion Compan y
\$ 89,681.06	E.C. Pace Compan y, Inc.
\$117,730.70	

Engineer's Estimate - \$115,302.00

Engineer

Office of the City

Roanoke, Virginia
May 7, 2001

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE accepting the bid of H. & S. Construction Company for the Improvements and Signalization at Hollins Road/Liberty Road Project which consists of turn lanes, road widening, and signal foundations at Hollins Road and Liberty Road, upon certain terms and conditions and awarding a contract therefor; authorizing the proper City officials to execute the requisite contract for such work; rejecting all other bids made to the City for such work; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The bid of H. & S. Construction Company, in the amount of \$89,681.06 for the Improvements and Signalization at Hollins Road/Liberty Road Project which consists of turn lanes, road widening, and signal foundations at Hollins Road and Liberty Road, as is more particularly set forth in the City Manager's letter dated May 7, 2001, to this Council, such bid being in full compliance with the City's plans and specifications made therefor and as provided in the contract documents offered the bidder, which bid is on file in the Purchasing Department, be and is hereby ACCEPTED.

2. The City Manager and the City Clerk are hereby authorized, on behalf of the City, to execute and attest, respectively, the requisite contract with the successful bidder, based on its proposal made therefor and the City's specifications made therefor, the contract to be in such form as is approved by the

City Attorney, and the cost of the work to be paid for out of funds heretofore or simultaneously appropriated by Council.

3. Any and all other bids made to the City for the above work are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to submit an approved 5-Year Consolidated Plan to the United States Department of Housing and Urban Development (HUD) for review and approval, and authorizing the execution of the appropriate documents for the acceptance of such funding.

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires that entitlement localities such as the City of Roanoke submit a 5-Year Consolidated Plan, with Annual Updates, in order to receive Community Development Block Grant funds and HOME Investment Partnership funding;

WHEREAS, the current 5-Year Consolidated Plan for the City of Roanoke will expire on June 30, 2000;

WHEREAS, citizen input has been received and considered on four occasions: October 26, 1999, January 13, March 30, and May 1, 2000, on the 5-Year Consolidated Plan; and

WHEREAS, the Plan must be approved by this Council and received by HUD by May 15, 2000, to ensure timely receipt of new entitlement funds.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that the City Manager, or the City Manager's designee, is hereby authorized, for and on behalf of the

City, to submit the approved 5-Year Consolidated Plan to HUD for review and approval, and to execute the appropriate documents with HUD for receipt of such entitlement funds, said documents to be approved as to form by the City Attorney.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE changing the rate structure and establishing a revised rate schedule for septic tank disposal fees and for certain water rates and related charges for services provided by the City effective August 1, 2001; and directing amendment of the Fee Compendium.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The septic tank disposal fees and water rates and other related rates and charges for services provided by the City of Roanoke shall be as set forth in Exhibit A attached hereto, and which exhibit is also part of the letter of the City Manager dated May 7, 2001, which letter is incorporated by reference herein, and such rates and charges to be effective for septic tank disposal fees and water and related services (including fire service) and statements rendered on or after August 1, 2001, as set forth in Exhibit A.

2. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by the City Council by resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, shall be amended to reflect the foregoing amended fees, rates and charges established by

this Ordinance.

3. The fees, rates and charges established by this Ordinance shall remain in effect until amended by this Council.

ATTEST:

City Clerk

May 7, 2001

Honorable Ralph K. Smith, Mayor

Honorable William H. Carder, Vice Mayor

Honorable William D. Bestpitch, Council Member

Honorable C. Nelson Harris, Council Member

Honorable W. Alvin Hudson, Jr., Council Member

Honorable William White, Sr., Council Member

Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Proposed Utility Rate Restructuring and Fee Changes For
Water Rates and Septic Tank Disposal

Background:

A team of staff from the Department of Utilities and the Office of Billings and Collections has been reviewing all aspects of the City of Roanoke's water and sewer rates. This included examining billing data and current industry trends, benchmarking against other utilities in the Roanoke Valley as well as similar-sized municipal systems throughout Virginia, and analyzing revenue sources to determine if the billings made to various customer classes allocate costs appropriately. As a result, the committee has developed a utility rate restructuring plan that recommends the following:

1. Develop a base charge that reflects the fixed costs (billing, metering, fire protection infrastructure, and administration) of operating the utility systems.
2. Implement an increasing block (two-tier) rate structure to encourage conservation.
3. Eliminate the current allowance for the first 200 cubic feet of water consumption.
4. Establish a temporary water service system that meters actual consumption to replace the existing fire hydrant permit system.
5. Apply the second tier conservation rate to the irrigation (sewer exempt) meter class.
6. Establish connection fees on the actual infrastructure costs of new

connections and system capacities.

7. Reduce the monthly charges assessed to fire service stand-by accounts.
8. Keep sewer rates unchanged pending development of a capital facilities plan.
9. Increase septic tank disposal rates to reflect market conditions.
10. Make adjustments to miscellaneous service fees and charges.

The above changes, detailed in Exhibit A will generate additional annual revenues estimated at \$1,114,600 that will be used to improve the utility system's aging infrastructure. However, the total monthly water and sewer bill for residential customers will still remain one of the lowest in the region and state, increasing on average only \$2.42 per month. Certain water rates will increase up to 10%, the monthly minimum 200 cubic foot allowance for water consumption will be eliminated, and septic tank disposal fees will increase to reflect market conditions. However, certain minimum charges for water services will decrease. Even with the proposed rate changes the City of Roanoke will have one of the lowest rate structures in the valley and the lowest of comparable sized utilities in the state of Virginia. The effective date for these changes is August 1, 2001.

This rate restructuring plan will achieve the goals of promoting water conservation, updating to rates that are market competitive, reflecting current industry practice, establishing rates that fairly allocate costs, and allowing capital investment in our utility infrastructure to better serve Roanoke's citizens.

Recommended Action:

City Council approve the revised utility rate restructuring plan attached as Exhibit A to this letter.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:afs

Attachments

c: Mary F. Parker, City Clerk

William M. Hackworth, City Attorney

James D. Grisso, Director of Finance

Barry Key, Director of Management and Budget

Michael McEvoy, Director of Utilities

CM01-0065

EXHIBIT A – TO COUNCIL LETTER DATED MAY 7, 2001

WATER DELIVERY, WATER SERVICE AND
WATER METER CHARGES

ASSESSING DEPARTMENT: Billings and Collections

COLLECTION DEPARTMENT: Treasurer

DESCRIPTION: Water charges for delivery are charged per
hundred cubic foot 100 cubic foot equals
750 gallons).

SERVICE CHARGE: Water Rates

Minimum Charge per Month

Meter Size (inch)

Effective August 1, 2001

	5/8
\$	2.95 ³ / ₄
	8.671
	11.541 ¹ / ₂
	23.102
	36.923
	92.304
	147.666
	369.178
	590.6510
	945.0212
	1,476.65

Water Rates

Customer Service Type – Effective August 1, 2001

Rate

(per 100 cubic foot)

	Domestic
All Consumption	\$1.21
to 10 hundred	
cubic feet/month	
Over 10 hundred	\$1.33
cubic feet/ month	
	Commercial
All consumption	\$1.21
to 1,000 hundred	
cubic feet/ month	
Over 1,000	\$1.33
hundred cubic	

feet/ month		
All consumption	Industrial	\$1.21
to 5,000 hundred		
cubic feet/ month		
Over 5,000		\$1.33
hundred cubic		
feet/ month		
All consumption	Irrigation	\$1.33

Notes:

-For retail water service sold outside the City limits, the minimum charge is 100% greater than City rates.

-Cost of water rates and service outside the City limits is \$2.42/100 cu. ft.

-Quarterly minimum charges and rates are three times the monthly minimum charges and rates.

Fire Service – Minimum Monthly Charges

Meter Size (inch)

Effective August 1, 2001

Effective August 1, 2002

	4	
	\$	95.23\$ 90.006
	215.08	200.008
	339.34	325.0010
	601.55	550.0012
	856.35	800.00

Septic Tank Disposal Fees

Effective August 1, 2001

Septic Tank Disposal Fees for Septage generated within the City of Roanoke, City of Salem, Town of Vinton, County of Roanoke or County of Botetourt:

\$ 25.00 per 1,000 gallons discharged to City's water pollution control plant.

Septic Tank Disposal Fees for Septage generated in jurisdictions other than in the City of Roanoke, City of Salem, Town of Vinton, County of Roanoke or County of Botetourt:

\$ 35.00 per 1,000 gallons discharged to City's water pollution control plant.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION amending the City's Fee Compendium to provide for new and revised application, permit, inspection and plan review fees in order to update current fees and promote uniformity with fees charged by the City and surrounding localities; and providing an effective date.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The following fees shall be charged for the following applications, permits and services:

Building Code Board of Appeals Cases	\$ 75.00
Permanent Certificate of Occupancy	\$ 30.00
Temporary Certificate of Occupancy	\$ 45.00
Cross-Connection	\$ 50.00 per device

Plan Review

(a) One and two-family dwellings	\$ 25.00
(b) Buildings no more than two stories and:	
1. 0 - 3,000 total square feet	\$ 50.00
2. 3,001 to 12,000 total square feet	\$ 75.00
3. 12,001 to 50,000 total square feet	\$100.00
4. 50,001 or more total square feet	\$125.00
(c) Buildings more than two stories and:	
1. 0 - 12,000 total square feet	\$ 75.00
2. 12,001 to 50,000 total square feet	\$100.00
3. 50,001 or more total square feet	\$125.00

Re-Inspection	\$ 45.00
Tradesman Examination	Deleted

2. The following fees shall be charged for building, electrical, fire suppression, heating/mechanical, plumbing, tank installation and removal, and fire alarm permits:

Valuation of Job

Permit Fee

\$ 00.01	-	\$ 1,000.00	\$ 45.00
\$ 1,000.01	-	\$ 2,000.00	\$ 60.00
\$ 2,000.01	-	\$ 3,000.00	\$ 75.00
\$ 3,000.01	-	\$ 4,000.00	\$ 85.00
\$ 4,000.01	-	\$ 5,000.00	\$ 95.00
\$ 5,000.01	-	\$ 250,000.00	\$ 95.00 + \$5.00 per \$1,000.00 over \$5,000.00
\$ 250,000.01	-	\$ 1,000,000.00	\$1,320.00 + \$4.00 per \$1,000.00 over \$250,000.00
Over \$1,000,000.00			\$4,320.00 + \$3.00 per \$1,000.00 over \$1,000,000.00

Fees are to be established on one thousand dollar increments or any fraction thereof.

3. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by the City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, shall be amended to reflect the new and amended fees.

4. Resolution No. 32412-032795 is hereby amended to the extent and only to the extent of any inconsistency with this Resolution.

5. The fees established by this Resolution shall remain in effect until amended by this Council.

6. This Resolution shall be in full force and effect on July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending and reordaining ' 20-33.1, Same-Requirements; obtaining license plate, tag or decal a condition precedent to discharge of violation, of the Code of the City of Roanoke (1979), as amended, the amended section to provide for the increase of certain penalties for unlawful parking within the City of Roanoke; and providing for an emergency and for an effective date.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The Code of the City of Roanoke (1979), as amended, is hereby amended and reordained by amending the following section:

' 20-33.1. Same-Requirements; obtaining license plate, tag or decal a condition precedent to discharge of violation.

* * *

(d) Every person receiving written notice from a police officer that he has violated this section may waive his right to appear and be formally tried for the violation set forth in the notice upon the voluntary payment of a penalty in the amount of forty-three dollars (\$43.00). Such penalty shall be paid to the city treasurer during the regular business hours of the office. The city treasurer shall not accept payment of this penalty except upon presentation of satisfactory evidence that the required

license plate, tag or decal has been obtained. The city treasurer shall not be authorized to accept partial payment of the penalty due.

(e) If this penalty is not paid within ten (10) days of the issuance by an officer of a notice of violation, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such a notice is sent may pay such penalty of fifty-three dollars (\$53.00) and present satisfactory evidence that the required license plate, tag or decal has been obtained within five (5) days of receipt of such notice. The city treasurer shall not accept payment of this penalty except upon presentation of satisfactory evidence that the required decal has been obtained. The city treasurer shall not be authorized to accept partial payment of the penalty due.

* * *

2. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by the City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, shall be amended to reflect the new fines to be charged for the aforesaid violations.

3. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist and this ordinance shall be in full force and effect as of September 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending and reordaining ' 20-89, Penalties for unlawful parking, of the Code of the City of Roanoke (1979), as amended, the amended section to provide for the increase of certain penalties for unlawful parking within the City of Roanoke; and providing an emergency and for an effective date.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The Code of the City of Roanoke (1979), as amended, is hereby amended and reordained by amending the following section:

' 20-89. Penalties for unlawful parking.

* * *

(b) Every person receiving written notice from a police officer that he has violated any of the sections of the preceding two (2) divisions of this chapter may waive his right to appear and be formally tried for the violation set forth in the notice upon the voluntary payment, as penalty and in full satisfaction of such violation, of the penalty set forth below. Such penalty shall be paid to the city treasurer during the regular working hours of his office or through any other method established by city council for the routine payment of such penalties. For purposes of this subsection, penalties shall be deemed to have been "paid" when full payment therefor has been received by the city treasurer, regardless of whether such penalty is paid in person or is mailed. The city treasurer shall not be authorized to accept partial payment of penalties due. Penalties for parking violations shall be as

follows:

(1) A penalty of ten dollars (\$10.00) may be paid for a violation of sections 20-65(except subsections (1), (2), (4), (5), (8), (9), (14) and (15) thereof), 20-70, 20-72, 20-73, or 20-75, if paid within ten (10) days of the issuance by an officer of a notice of a violation thereof; if paid thereafter, the penalty shall be twenty dollars (\$20.00). If not paid within ten (10) days, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such notice is sent may pay such penalty of twenty dollars (\$20.00) within five (5) days of receipt of such notice.

(2) A penalty of fifteen dollars (\$15.00) may be paid for a violation of sections 20-65(14), 20-68, or 20-69 (except subsection (m)), if paid within ten (10) days of the issuance by an officer of a notice of a violation thereof; if paid thereafter, the penalty shall be twenty-five dollars (\$25.00). If not paid within ten (10) days, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such notice is sent may pay such penalty of twenty-five dollars (\$25.00) within five (5) days of receipt of such notice.

(3) A penalty of twenty dollar (\$20.00) may be paid for a violation of sections 20-65(1), 20-65(2), 20-65(5), 20-65(8), 20-65(9), 20-66, 20-67, or 20-71, if paid within ten (10) days of the issuance by an officer of a notice of a violation thereof; if paid thereafter, the penalty shall be thirty dollars (\$30.00). If not paid within ten (10) days, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such notice is sent may pay such penalty of thirty dollars (\$30.00) within five (5) days of receipt of such notice.

(4) A penalty of twenty-five (\$25.00) may be paid for a violation of section 20-65(15) if paid within ten (10) days of the issuance by an officer of a notice of a violation thereof; if paid thereafter, the penalty shall be thirty dollars (\$35.00). If not paid within ten (10) days, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such notice is sent may pay such penalty of thirty-five dollars (\$35.00) within five (5) days of receipt of such notice.

(5) A penalty of thirty-eight dollars (\$38.00) may be paid for a violation of section 20-65(4) or 20-74, if paid within ten (10) days of the issuance by an

officer of a notice of a violation thereof; if paid thereafter, the penalty shall be forty-eight dollars (\$48.00). If not paid within ten (10) days, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such notice is sent may pay such penalty of forty-eight dollars (\$48.00) within five (5) days of receipt of such notice.

(6) A penalty of one hundred twenty-five dollars (\$125.00) may be paid for a violation of section 20- 69(m), if paid within ten (10) days of the issue by an officer of a notice of a violation thereof; if paid thereafter, the penalty shall be one hundred thirty-five dollars (\$135.00). If not paid within ten (10) days, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such notice is sent may pay such penalty of one hundred thirty-five dollars (\$135.00) within five (5) days of notice of such receipt.

(7) A penalty of one hundred twenty-five dollars (\$125.00) may be paid for a violation of section 20-76, if paid within ten (10) days of the issue by an officer of a notice of a violation thereof; if paid thereafter, the penalty shall be one hundred thirty-five dollars (\$135.00). If not paid within ten (10) days, a notice pursuant to section 46.2-941, Code of Virginia (1950), as amended, shall be sent by the city's office of billings and collections to the violator. Any violator to whom such notice is sent may pay such penalty of one hundred thirty-five dollars (\$135.00) within five (5) days of notice of such receipt.

* * *

(e) Every person tried and convicted of a violation of section 20-69 shall be fined not less than fifteen dollars (\$15.00) and not more than one hundred thirty-five dollars (\$135.00), inclusive of the penalty set forth above for a violation of this section. Unless ordered otherwise by the judge in whose court the violation is tried, or in which the same is cognizable, all fines and penalties arising under this section shall be paid into the city treasury.

(f) Every person tried and convicted of a violation of any section of the preceding two (2) divisions of this chapter, except section 20-69, shall be fined not more than two hundred dollars (\$200.00), which fine shall be imposed in addition to the other penalties set forth above, which shall also be paid upon conviction.

2. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by the City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, shall be amended to reflect the new fines to be charged for the aforesaid violations.

3. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist and this ordinance shall be in full force and effect as of September 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending and reordaining ' 32-190, Levied; amount, Code of the City of Roanoke (1979), as amended, to provide for an increase in the cigarette tax rate from \$.0085 per cigarette to \$.0135 per cigarette; providing for an effective date of July 1, 2001, and dispensing with the second reading of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 32-190, Levied; amount, Code of the City of Roanoke (1979), as amended, is amended and reordained as follows:

' 32-190. Levied; amount.

In addition to all other taxes of every kind now imposed by law, there is hereby levied and imposed by the City, upon each and every sale of cigarettes, a tax equivalent to \$.0135 per cigarette (thirteen and one-half mills per cigarette) sold within the City, the amount of such tax to be paid by the seller in the manner and at the time prescribed in this Article.

2. This ordinance shall be in full force and effect on and after July 1, 2001.

3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending and reordaining ' 32-240, Levied; rate, Code of the City of Roanoke (1979), as amended, to establish a new transient occupancy tax rate; providing for an effective date; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 32-240, Levied; rate, Code of the City of Roanoke (1979), as amended, is amended and reordained as follows:

' 32-240. Levied; rate.

There is hereby imposed and levied on each and every transient a tax equivalent to seven (7) percent of the total amount paid for room rental by or for such transient to any hotel.

2. Where any hotel has entered in to a written contract prior to July 1, 2001, which contract provides for room rental to transients at a fixed price which includes all taxes, then each room rental under such contract shall be subject to a tax at the rate of six (6) percent of the total amount paid for such rental.

3. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION electing to provide the Enhanced Health Insurance Credit Program as provided in ' 2.1-20.1:7(b), Code of Virginia (1950), as amended, for eligible current and future sheriffs and employees of such sheriffs, when retired, as provided in Article 5, Chapter 1 of Title 51.1, Code of Virginia.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

WHEREAS, the Council of the City of Roanoke (ER Code 55217) desires to provide the Enhanced Health Insurance Credit Program as provided in ' 2.1-20.1:7(b), Code of Virginia (1950), as amended, for its eligible current and future sheriffs and employees of such sheriffs, when retired, as provided in Article 5, Chapter 1 of Title 51.1 of the Code of Virginia.

WHEREAS, this Council desires and agrees to accept all liability for any current or future additional employer contributions and any increases in current or future employer contribution rates resulting from its election and to provide the benefits of the Program to such retirees; and

WHEREAS, City Council elects to allow such eligible retirees to receive the benefits under the Program effective July 1, 2001

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized and directed in the name of the City of Roanoke (ER Code 55217) to execute and attest, respectively, any required contract in order that the current and future sheriffs and employees of such sheriffs, when retired, may participate in the Enhanced Health Insurance Credit Program as provided for in the Code of Virginia.

2. The City Council agrees to accept all liability for any current or future additional employer contributions and any increases in current or future employer contribution rates resulting from its election and to provide the benefits of the Program to such retirees.

2. The Director of Finance is authorized and directed to pay over to the Treasury of Virginia from time to time such sums as are due to be paid by the City of Roanoke for this purpose.

ATTEST:

City Clerk

CERTIFICATE

I, Mary F. Parker, City Clerk, of the City of Roanoke, certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the Council of the City of Roanoke, held at Roanoke, Virginia, at _____ o'clock on _____, 2001.

Given under my hand and seal of the City of Roanoke this ____ day of _____, 2001.

Mary F. Parker, City Clerk

City of Roanoke, Virginia

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Re: Employer Paid Health Credit Program for Certain VRS Participants

Dear Mayor Smith and Council Members:

Effective July 1, 1999, the General Assembly established a health insurance credit program that allows Virginia Retirement System (VRS) retirees who were last employed as elected Constitutional officers, Sheriffs, Sheriffs= deputies or employees of a local social service board to be eligible for monthly assistance with the cost of their health insurance plan(s). The monthly credit is based on the amount of \$1.50 for each year of service, up to a maximum of \$45.00. The cost of this credit is paid by the Commonwealth. The criteria for receiving the health credit are:

- \$ VRS retiree;
- \$ 15 years of service credit under VRS;
- \$ Retiree=s portion of health insurance premium, without survivorship; and
- \$ Complete Forms VRS-76 and VRS-45.

In addition to the health insurance credit authorized above, localities which participate in the Virginia Retirement System may elect to provide an additional health insurance credit of \$1.00 per month for each full year of the retired member=s creditable service, not to exceed a maximum monthly credit of \$30.00. The cost of this additional health insurance credit shall be paid by the locality.

The contribution rate to VRS for the Sheriff and deputies as of July 1, 2001, is 12.50%. To add the additional health insurance credit would increase the contribution rate by .20% of payroll or approximately \$14,340 annually. The total contribution rate would be 12.70%.

We recommend the employer paid health credit program for VRS participants

and the attached resolution be approved effective July 1, 2001.

Sincerely,

Darlene L. Burcham
City Manager

James D. Grisso
Director of Finance

DLB/JDG:s
Attachments

c: William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Joyce Sparks, Retirement Administra

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending ' 22.1-5.1, Retirement supplement, of Chapter 22.1, Pensions and Retirement, of the Code of the City of Roanoke (1979), as amended; providing for an effective date; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1

Section 22.1-5.1, Retirement supplement, Chapter 22.1, Pensions and Retirement, of the Code of the City of Roanoke (1979), as amended, is amended to read and provide as follows:

' 22.1-5.1. Retirement supplement.

Any member of the City of Roanoke Pension Plan who is an employee of the City (not including employees of the City of Roanoke School Board), and who retires or who has retired after earning twenty (20) or more years of creditable service, but prior to attaining the age sixty-five (65), shall be paid a monthly supplement of the greater of \$159 or an amount equal to seventy-five percent (75%) of the amount the City contributes monthly toward the cost of a single active employee's health insurance, as such contribution may be changed from time to time, commencing with the first month of retirement and terminating with the month in which the member attains age sixty-five (65). This supplement shall not be subject to any cost of living adjustment which may be provided under the City of Roanoke Pension Plan. This supplement shall be a personal benefit applicable to an eligible member only without any right of survivorship. Upon the death of a member who is receiving such benefit, the monthly payment shall be made for the month of such member's death and shall terminate with the next succeeding month. This benefit shall not be applicable to retirees receiving the early retirement incentive plan supplement granted in 1991.

2. In order to provide for the usual daily operation of the municipal government, and emergency is deemed to exist, and this ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

City of Roanoke, Virginia

May 7, 2001

Honorable Ralph K. Smith, Mayor

Honorable William H. Carder, Vice Mayor

Honorable William D. Bestpitch, Council Member

Honorable C. Nelson Harris, Council Member

Honorable W. Alvin Hudson, Jr., Council Member

Honorable William White, Sr., Council Member

Honorable Linda F. Wyatt, Council Member

Re: Supplemental Payment to Eligible City of Roanoke Pension Plan Retirees

Prior to Attaining Age Sixty-Five

Dear Mayor Smith and Council Members:

City Council adopted Resolution No. 33845-051898 on May 18, 1998,
providing a monetary supplement to eligible retired members of the City of

Roanoke Pension Plan. The supplement was intended to partially defray the cost of health insurance, similar to supplements provided by other municipal retirement systems, including the Virginia Retirement System (VRS). This supplement was paid as a general benefit funded from the operating department from which the employee retired rather than from the Pension Trust Fund.

City Council adopted Ordinance No. 34799-050900 on May 9, 2000, establishing the \$159 supplement as a pension benefit to be paid from the Pension Trust Fund. Eligibility requirements for the benefit, effective July 1, 2000, a City employee, less than age 65, retiring with 20 years or more of creditable service. The City Manager recommended delaying any modification to the health care supplement until a comprehensive review could be completed.

Currently there are 158 retirees receiving the \$159 monthly supplement. There are an additional 149 retirees that are less than age 65 and retired with 20 years or more of creditable service. Of these 149 retirees, 18 are receiving a supplement granted in 1991, from the early retirement incentive plan. These 18 retirees are receiving between \$260 and \$340 per month to age 65 and will not

be entitled to the \$159 monthly supplement.

As stated in the City Manager's Budget Message to City Council, "Based upon the results of an actuarial analysis, this budget recommends that all employees retired as of July 1, 2001, with 20 or more years of service, under age 65, and not receiving the early retirement incentive plan supplement granted in 1991, receive a monthly health care supplement equivalent to 75% of the allowance provided active City employees toward the cost of health care insurance until age 65."

This benefit would be funded by payroll contributions to the Pension Plan. The actuarial estimated cost for this benefit is 0.19% of payroll or \$118,150 annually.

We would be pleased to answer any questions.

Respectfully submitted,

City Manager

Director of Finance

DLB/JDG:s

c: William M. Hackworth, City Attorney

Mary F. Parker, City Clerk

Joyce Sparks, Retirement Administrator

**COMPARISON OF VRS PENSION PLAN (SHERIFF-S DEPT)
TO CITY ESRs PENSION PLAN**

BASIC UNREDUCED BENEFIT PLUS SUPPLEMENTS

Attachment A

Years of
Service (Age =
Less than 65)

20

VRS

ESRS25

VRS

ESRS30

VRS

ESRS35

VRS

ESRSAverage Final

Compensation

	Pension	\$	\$14,700	\$	\$18,375	\$	\$22,050	\$	\$22,000
\$35,000		1		1		1		2	
		1		4		7		0	
		,		,		,		,	
		9		8		8		8	
		0		7		5		2	
		0		5		0		5	

City	01,90801,90801,9080
Supplement VRS	1,908 9,81609,81609,81609,
Supplement VRS Health	8160 9000900090009000
Credit Total	\$22,616\$16,608\$25,5 91\$20,283\$28,566\$23 ,958\$31,541\$23,908 \$45,000
Pension	\$15,300\$18,900\$19,1 25\$23,625\$22,950\$28 ,350\$26,775\$28,350
City	01,90801,90801,9080
Supplement VRS	1,908 9,81609,81609,81609,
Supplement	8160

VRS Health 9000900090009000

**Credit
Total \$26,016\$20,808\$29,8

41\$25,533\$33,666\$30

,258\$37,491\$30,258**

Years of

Service (Age =

65 or Older)

20

VRS

ESRS25

VRS

ESRS30

VRS

ESRS35

VRS

ESRSAverage Final

Compensation

	Pension	\$11,900	\$14,700	\$14,875	\$18,375	\$17,8
\$35,000						
VRS Health	9000900090009000					
Credit						
Total	\$12,800	\$14,700	\$15,7			
	75	\$18,375	\$18,750	\$22		
	,050	\$21,725	\$22,050			
	\$45,000					
Pension	\$15,300	\$18,900	\$19,1			
	25	\$23,625	\$22,950	\$28		
	,350	\$26,775	\$28,350			
VRS Health	9000900090009000					
Credit						
Total	\$16,200	\$18,900	\$20,0			
	25	\$23,625	\$23,850	\$28		
	,350	\$27,675	\$28,350			

IN THE CITY COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE providing for certain supplemental benefits under the City of Roanoke Pension Plan to certain members of such Plan and certain of their surviving spouses; providing for an effective date; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The retirement allowance payable on account of certain members of the City of Roanoke Pension Plan being defined in Paragraph 2 infra who retired on or before July 1, 2000, shall effective July 1, 2001, be increased by three percent (3%) of itself, not including any incentive payments made under the Voluntary Retirement Incentive Program established by Ordinance No. 30473-41591, adopted April 15, 1991, and not including any Retirement Supplement established by Ordinance No. 34799-050900, calculated as of July 1, 2001.

2. The increase in benefits provided for in Paragraph 1 of this ordinance shall apply to the following categories of persons entitled to receive benefits under the City of Roanoke Pension Plan only:

a.

Any member of the ~~Employees=~~Supplemental Retirement System (hereinafter ~~A~~ESRS~~@~~) or of the ~~Employees=~~ Retirement System (hereinafter ~~A~~ERS~~@~~) retired under ' 22.1-44, Normal Service Retirement, or under ' 22.1-62, Retirement and Service Retirement Allowance Generally, respectively, of the Code of the City of Roanoke (1979), as amended (hereinafter ~~A~~City Code~~@~~); or

b. Any member of ESRS or ERS retired under ' 22.1-47, Nonoccupational Disability Retirement Allowance, or under ' 22.1-65, Nonoccupational Disability Retirement Allowance, respectively, of the City Code; or

c. Any member of ESRS or ERS retired under ' 22.1-48, Occupational Disability Retirement Allowance, or under ' 22.1-66, Occupational Disability Retirement Allowance, respectively, of the City Code; or

d. Any member of the ESRS retired under ' 22.1-45, Early Service Retirement Allowance, or ' 22.1-46, Vested Allowance, or any member of ERS retired under ' 22.1-63, Early Service Retirement Allowance, or ' 22.1-64, Vested Allowance, of the City Code; or

e. Any surviving spouse of a member, provided such surviving spouse is entitled to benefits under Article III, Employees= Supplemental Retirement System, or under Article IV, Employees= Retirement System, of Chapter 22.1, Pensions and Retirement, of the City Code, and further provided that the deceased member through whom the surviving spouse is entitled to benefits would qualify, if alive, under paragraph 2.a., 2.b., 2.c., or 2.d. of this ordinance; or

f. Any member retired under Article V, Police and Fire Department Pension Plan as of December 31, 1945, of Chapter 22.1, Pensions and Retirement, of the City Code, or the surviving spouse of any such member.

4.

In order to provide for the usual daily operation of the municipal government, an emergency is deemed

to exist, and this ordinance shall be in full force and effect on July 1, 2001.

ATTEST:

City Clerk.

City of Roanoke, Virginia

May 7, 2001

Honorable Ralph K. Smith, Mayor

Honorable William H. Carder, Vice Mayor

Honorable William D. Bestpitch, Council Member

Honorable C. Nelson Harris, Council Member

Honorable W. Alvin Hudson, Jr., Council Member

Honorable William White, Sr., Council Member

Honorable Linda F. Wyatt, Council Member

Re: Cost of Living Raise for Retirees - FY2002

Dear Mayor Smith and Council Members:

Eligible members of the City of Roanoke Pension Plan received a 2.4% permanent cost-of-living adjustment (COLA) on July 1, 2000. This was the sixth consecutive COLA provided to eligible retirees. After discussions with other municipal retirement systems and our administration, we recommend the following:

Effective July 1, 2001, and payable July 31, 2001, we recommend a 3.0% permanent increase to a member=s or surviving spouse=s annual retirement allowance. This increase does not apply to any incentive payments made under the Voluntary Retirement Incentive Program established by Ordinance No. 30473-41591, adopted April 15, 1991 or to the retirement supplement established by Ordinance No. 34799-050900, adopted May 9, 2000. The increase applies to those retirees who retired on or before July 1, 2000.

Approximately 1,323 of 1,376 retirees or 96% of those receiving benefits as of March 31, 2001 will be eligible for this increase. The average annual increase in retirement allowance is \$275 costing the pension fund an additional \$363,825 annually.

The actuarial cost of a 3.0% permanent COLA is estimated at \$3.5 million to be funded over the next 20 years through the annual payroll contribution rate.

All City operating funds along with the Roanoke Valley Airport Commission, School Board, Roanoke Valley Resource Authority, Roanoke Valley Detention Commission, and the Commonwealth of Virginia will assume their pro rata share of cost for funding the COLA for retirees.

We recommend the 3.0% cost of living raise for qualified retirees and the attached ordinance. We would be pleased to address questions regarding the proposed retirement allowance increase.

Respectfully submitted,

City Manager

Director of Finance

DLB/JDG:s
Attachment

c: William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Joyce Sparks, Retirement Administrator

**Association of Municipal Retirement Systems of Virginia
Cost of Living Adjustments
As of May 3, 2001**

LOCALITYCOLA PROPOSED FY2001COLA FOR FY2000COLA FOR FY1999COLA FOR FY1998COLA FOR FY1997COLA FOR FY1996	
Arlington	(A)
3.2%	
2.7%	
1.6%	
1.7%	
3.3%	
2.5%	
Charlottesville	
1.75%	
2.0%	
2.5%	
1.75%	
1.75%	
1.5%	
Danville	>
3.2%	
2.2%	
1.6%	5.2%

2.3%
0.0%5.0%
2.5%
Fairfax* (A) General Police Fire/EMS
3.4%
3.4%
3.4%
3.7%
3.8%
4.0%
2.6%
2.6%
2.6%
1.8%
1.8%
1.8%
2.2%
2.2%
2.2%
2.1%
2.1%
2.1% n
Falls Church(A) 1.7% 1.2% .6% .9% 1.35% 1.3%
Newport News (A) 2.02%

1.85%
1.3%
1.35%
2.2%
1.75%
Norfolk @
3.0%
0.0%
0.0%
2.0%
0.0%
3.0%
Portsmouth D
3.0%
0.0%
1.6%
3.0%
3.0%
3.0%
Richmond
3.5%
2.5%
2.5%
2.2%
2.9%
2.6%
Roanoke
3.0%
2.4%
2.0%
2.1%
2.9%
3.0%F
VRS(A)
3.2%
2.2%
1.6%
2.3%
2.9%

2.8%
Social Security
3.5%
2.4%
1.3%
2.1%
2.9%
2.6%

- (A) Automatic legislated COLA.
- c. For FY1998 - 5.2% retired before 6/96; 2.3% retired 7/96 - 6/97
For FY1996 - 5.0% retired before 6/94; 2.5% retired 7/94 - 6/95
- d. COLAs granted on a calendar year basis.
- 5. 1996 COLA increase of 3% was for one year only.
- 6. For FY2000 - COLAs granted in previous years were made permanent
- 7. Roanoke County, Vinton, Salem, Roanoke City Sheriff, and School Board employees/retirees are members of VRS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION relating to payment of a matching contribution of not less than five dollars nor more than twenty-five dollars to the International City Management Association Retirement Corporation Deferred Compensation Plan on behalf of any nontemporary employee of the City who makes a contribution of an equal amount on his or her own behalf to such Plan; and repealing Resolution No. 34797-050900, adopted May 9, 2000.

WHEREAS, employees of the City are encouraged to take responsibility for saving for their future retirement;

WHEREAS, providing for a matching City contribution to the International City Management Association Retirement Corporation Deferred Compensation Plan (APlan@) on behalf of employees will provide employees with a financial incentive to save for their future retirement; and

WHEREAS, providing such matching contributions may enhance the City's ability to attract and retain a skilled workforce;

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. Effective July 1, 2001, the City shall contribute not less than five dollars nor more than twenty-five dollars per biweekly pay period to the Plan on behalf of any nontemporary employee of the City who contributes an equal or greater amount on his or her own behalf to the Plan by payroll deduction for each such biweekly pay period for which the employee has so contributed.

2. The Director of Finance or his designee shall be authorized, for and on behalf of the City, to execute any documents required by the Plan to implement this Resolution.

3. The benefit provided by this Resolution shall not be considered permanent, and City Council reserves the right to amend the terms and conditions of this Resolution or repeal this benefit.

4. Resolution No. 34797-050900, adopted by this Council on May 9, 2000, is hereby REPEALED effective July 1, 2001.

5. This Resolution shall be in full force and effect on and after July 1, 2001.

ATTEST:

City

Clerk.

City of Roanoke, Virginia

May 7, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Re: Employer Matching Contribution to Deferred
Compensation Plan

Dear Mayor Smith and Council Members:

City Council, on May 12, 1997, authorized the first matching contribution of \$5 to the International City Management Association Retirement Corporation (ICMA-RC) deferred compensation plan on behalf of any non-temporary employee of the City who made a contribution of \$5 or more per pay period. Subsequently, City Council increased the employer matching contribution from \$5 to \$10 for fiscal year 1999, from \$10 to \$15 the next fiscal year, and from \$15 to \$20 for fiscal year 2001. The participation increased from 30.8% before the City match program to 75.7% as of April 12, 2000.

Below are statistics that show participation in the deferred compensation plan by salary range.

Salary
Range Total
Number
of Employees
as of
4/11/01 Total
Number
of Participants
as of
4/11/01
Percentage

**of Participants
as of**

4/11/01

\$16,440 to \$25,000

500	32665.2%	\$25,000 to \$35,000
774	60778.4%	\$35,000 to \$44,000
455	39286.2%	\$45,000 to \$55,000
141	12985.4%	\$55,000 to \$65,000
41	3790.2%	\$65,000 and above
<u>41</u>	<u>36</u>	87.8%
	Total	
<u>1962</u>	<u>1,527</u>	
	77.9%	

The participation statistics confirm that the increased contribution by the City from \$15 to \$20 per pay period continues to have a positive impact on employee participation.

The following statistics show participation in the deferred compensation plan by amount contributed. The City will match what an employee contributes on their own behalf up to \$20 per pay period.

Amount

Contributed

by the City

Number of

Employees

Biweekly

Annual \$ 5

25	\$	125
	\$	3,250
	10	
85	85022,100	15
87	1,30533,930	
	20	
<u>1,330</u>	<u>26,600691,600</u>	
<u>1,527</u>	\$	<u>28,880</u>
	\$	<u>750,880</u>

In a survey conducted last year regarding employee pay, the most overwhelming positive response, mentioned by 43% of the respondents,

was the employer matching contribution to ICMA-RC. The increased employer match from \$20 to \$25, effective July 1, 2001, for all non-temporary employees who make their required contribution will continue to improve morale, assist in recruiting and retaining qualified employees. This will provide an additional annual benefit of \$130 for each eligible participating employee, for a total annual employer match of \$650 and provides each employee the opportunity and incentive to save for their retirement.

We recommend the employer match be increased to \$25 per pay period with the pay check of July 3, 2001 and your approval of the attached resolution.

Sincerely,

Darlene L. Burcham
City Manager

James D. Grisso

Director of
Finance

JDG/JS:s
Attachment

c: William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Joyce Sparks, Retirement Administrator

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual General Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the General Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a General Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

General Property Taxes	\$ 77,105,366
Other Local Taxes	58,016,878
Permits, Fees and Licenses	957,150
Fines and Forfeitures	1,014,600
Revenue from Use of Money and Property	1,144,830
Grants-in-Aid Commonwealth	46,301,941
Grants-in-Aid Federal Government	34,300
Charges for Current Services	6,211,697
Miscellaneous	<u>559,335</u>
Total Revenues	<u>\$191,346,097</u>

Appropriations

Treasurer	\$ 1,055,043	
Clerk of Circuit Court	1,136,377	
Juvenile and Domestic Relations Court Services		1,576,178
Juvenile and Domestic Relations Court Clerk		30,317
Magistrate	3,942	
General District Court	33,532	
Circuit Court	271,252	
Commissioner of the Revenue	\$ 1,060,845	
Sheriff	\$ 1,907,545	
Jail	<u>9,808,135</u>	11,715,680

Commonwealth's Attorney	\$ 1,145,382	
Cost Collections Unit	<u>72,398</u>	1,217,780
City Council	258,438	
City Attorney	688,654	
City Clerk	476,566	
Real Estate Valuation	\$ 927,309	
Board of Equalization	<u>22,223</u>	949,532
Municipal Auditing	489,341	
Department of Finance	\$ 2,181,681	
Office of Billings and Collections	<u>1,310,009</u>	
	3,491,690	
Residual Fringe Benefits	1,564,425	
Miscellaneous	100,000	
Transfers to School Fund	45,987,668	
Transfers to Debt Service Fund	12,266,899	
Transfers to Other Funds	7,675,052	
Electoral Board	305,329	
Office of Communications	324,292	
City Manager	776,757	
Memberships and Affiliations	2,067,115	
Personnel Lapse (1,395,758)		
Contingency	500,000	
Environmental and Emergency Management	216,018	
Cultural Services Committee	283,443	
Economic Development	\$ 601,344	
City Market	<u>25,576</u>	626,920
Office of Management and Budget	806,590	
Human Resources	\$ 997,928	
Occupational Health		<u>339,076</u>
	1,337,004	

Communications - E911	\$ 2,091,019	
Communications - E911 Wireless	241,783	
Communications - Radio Shop	<u>521,525</u>	2,854,327
Director of General Services	\$ 156,487	
Purchasing	214,542	
Facilities Management		\$ 3,353,545
Custodial Services		

1,064,
2 3 6
4,788,
810

Fire Administration	\$ 690,308	
Fire Support	619,254	
Fire Operations	11,435,997	
Fire Airport Rescue		741,742
Emergency Medical Services	<u>2,147,058</u>	15,634,359
Director of Public Works	\$ 164,534	
Solid Waste Management	5,678,454	
Streets and Traffic	2,874,524	
Paving		1,752,872
Snow Removal	220,266	
Street Lighting	952,400	
Traffic Engineering	1,385,760	
Engineering	<u>1,456,634</u>	14,485,444
Planning and Code Enforcement	\$ 1,236,915	

Building Services	<u>730,344</u>	1,967,259
Neighborhood Partnership	\$ 178,669	
Citizens Service Center	110,841	
Housing and Neighborhood Services	<u>449,715</u>	739,225
Parks and Grounds Maintenance	\$ 3,948,529	
Recreation	<u>2,033,056</u>	5,981,585
Director of Human Services/Social Services	\$ 887,403	
Income Maintenance	4,859,495	
Social Services - Services	9,001,498	
Employment Services	1,284,029	
Foster Parent Training	133,630	
Human Services Support	<u>132,532</u>	16,298,587
Virginia Institute for Social Services		
Training Activities		286,805
Hospitalization	52,000	
Youth Haven	\$ 533,775	
Outreach Detention		183,232
Crisis Intervention	<u>532,810</u>	1,249,817
	Health Department	1,153,529
Mental Health	401,400	
Human Services Committee		474,769
Total Action Against Poverty		216,015
Comprehensive Services Act (CSA)	8,400,000	
CSA - Administration	65,000	
Human Services/Community Education		\$ 45,603
Virginia Cooperative Extension Service		66,310
Police Administration	\$ 455,285	
Police Investigation		2,318,065
Police Patrol		
		9,566,090

Police Services

2,540,942

Police Training

Police Animal Control	<u>452,381</u>	534,120 15,866,883
Libraries	\$ 2,300,529	
Law Library	<u>120,920</u>	<u>2,421,449</u>
Total Appropriations	<u>\$191,346,097</u>	

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;

3. That the Director of Finance be, and he is hereby authorized and directed to transfer between accounts such appropriations for salaries and wages for the labor force as may be necessary to cover cost of labor performed by one department for another;

4. That this Ordinance shall be known and cited as the 2001-02 General Fund Appropriation Ordinance; and

5. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Water Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Water Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Water Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	\$13,414,658
Non-Operating	<u>539,000</u>
Total Revenues	<u>\$13,953,658</u>

Appropriations

Utility Administration	\$ 314,414
General Operating Expenses	2,704,820
Water Pumping Station and Tanks	693,087
Water Purification	1,991,969
Utility Line Services	3,247,237
Depreciation	1,711,000
Interest Expense	912,738
Capital Outlay	<u>2,378,393</u>

Total Appropriations \$13,953,658

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;
3. That this Ordinance shall be known and cited as the 2001-02 Water Fund Appropriation Ordinance; and
4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Sewage Treatment Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Sewage Treatment Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Sewage Treatment Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	\$ 10,444,745
Non-Operating	<u>397,200</u>
Total Revenues	<u>\$ 10,841,945</u>

Appropriations

Administration	\$ 2,429,706
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Maintenance	1,187,900	
Operations	2,507,812	
Laboratory	274,546	
Lateral Maintenance and Replacement		2,167,202
Capital Outlay	180,000	
Depreciation	1,305,700	
Interest Expense	<u>789,079</u>	

Total Appropriations \$ 10,841,945

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;

3. That this Ordinance shall be known and cited as the 2001-02 Sewage Treatment Fund Appropriation Ordinance; and

4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Civic Center Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Civic Center Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Civic Center Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	\$ 2,904,829
Non-Operating	<u>1,113,685</u>
Total Revenues	<u>\$ 4,018,514</u>

Appropriations

Operating Expenses	\$ 2,340,200
Promotional Expenses	242,823
Concessions	487,812

Catering	261,448	
Victory Stadium	269,592	
Depreciation	518,300	
Capital Outlay		<u>416,639</u>
Total Appropriations		<u>\$ 4,536,814</u>

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;
3. That this Ordinance shall be known and cited as the 2001-02 Civic Center Fund Appropriation Ordinance; and
4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Transportation Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Transportation Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Transportation Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	<u>\$ 1,970,217</u>
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Total Revenues	<u>\$ 1,970,217</u>
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Appropriations

Parking Coordination	\$ 35,878
Century Station Parking Garage	110,645

Williamson Road Parking Garage	218,619	
Market Square Parking Garage	72,647	
Church Avenue Parking Garage	176,705	
Tower Parking Garage	166,683	
Surface Parking Lots		23,173
Depreciation	559,300	
Interest Expense	469,558	
Transfer to General Fund	<u>209,835</u>	
Total Appropriations	<u>\$ 2,043,043</u>	

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;

3. That this Ordinance shall be known and cited as the 2001-02 Transportation Fund Appropriation Ordinance; and

4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting a portion of the annual Capital Projects Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That the money that shall be paid into the City Treasury for the Capital Projects Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a portion of the Capital Projects Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Transfer from General Fund	\$ <u>2,150,000</u>
Total Revenues	\$ <u>2,150,000</u>

Appropriations

Bridge Maintenance	\$ 150,000
Environmental Issues	400,000

Roanoke River Flood Reduction	700,000
Victory Stadium	<u>900,000</u>

Total Appropriations	<u>\$ 2,150,000</u>
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2. That this Ordinance shall be known and cited as the 2001-02 Capital Projects Fund Appropriation Ordinance; and

3. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Department of Technology Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Department of Technology Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Department of Technology Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	\$ 4,117,750	
Non-Operating		<u>235,292</u>
Total Revenues	<u>\$ 4,353,042</u>	

Appropriations

Operating Expenses	\$ 3,237,666
Computer Aided Dispatch	144,930
Telephone System Maintenance	30,000
Depreciation Expense	779,200
Interest Expense	<u>16,480</u>
Total Appropriations	<u>\$ 4,208,276</u>

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;

3. That this Ordinance shall be known and cited as the 2001-02 Department of Technology Fund Appropriation Ordinance; and

4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Materials Control Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Materials Control Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Materials Control Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	<u>\$ 93,052</u>
Total Revenues	<u>\$ 93,052</u>

Appropriations

Operating Expenses	<u>\$ 93,052</u>
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Total Appropriations \$ 93.052

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;
3. That this Ordinance shall be known and cited as the 2001-02 Materials Control Fund Appropriation Ordinance; and
4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Management Services Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Management Services Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Management Services Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	\$ <u>124,552</u>
Total Revenues	<u>\$ 124,552</u>

Appropriations

Operating Expenses	\$ 105,642
Depreciation Expense	<u>18,910</u>
Total Appropriations	<u>\$ 124,552</u>

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;

3. That this Ordinance shall be known and cited as the 2001-02 Management Services Fund Appropriation Ordinance; and

4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Fleet Management Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Fleet Management Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Fleet Management Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	\$ 3,521,341	
Non-Operating		<u>353,639</u>
Total Revenues		<u>\$ 3,874,980</u>

Appropriations

Operating Expenses	\$ 2,270,291
Capital Outlay	1,225,000
Interest Expense	51,595

Depreciation Expense	<u>2,449,600</u>
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Total Appropriations \$ 5,996,486

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;

3. That this Ordinance shall be known and cited as the 2001-02 Fleet Management Fund Appropriation Ordinance; and

4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual Risk Management Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the Risk Management Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a Risk Management Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Operating	\$ 9,773,159
Non-Operating	<u>365,000</u>
Total Revenues	<u>\$ 10,138,159</u>

Appropriations

Risk Management Administration	\$ 707,330
Insurance	<u>10,355,829</u>
Total Appropriations	<u>\$ 11,063,159</u>

2. That all salaries and wages covered by the Pay Plan, paid from the

appropriations herein, shall be paid in accordance with the provisions thereof;

3. That this Ordinance shall be known and cited as the 2001-02
Risk

Management Fund Appropriation Ordinance; and

4. That in order to provide for the usual daily operation of the municipal
government, an emergency is deemed to exist, and this Ordinance shall be in full force
and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual School Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the School Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a School Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Grants-in-Aid Commonwealth	\$ 41,656,787
State Sales Tax (ADM)	9,492,986
Grants-in-Aid Federal Government	115,390
Charges for Services	1,771,820
Transfer from General Fund	45,933,038
Interest on Investments	<u>200,000</u>

Total Revenues \$ 99,170,021

Appropriations

Instruction	\$ 76,382,743	
Administrative Services	2,465,704	
Attendance and Health Services	1,327,408	
Transportation	3,885,672	
Operation/Maintenance of Plant	10,307,026	
Facilities	388,805	
Other Uses of Funds	<u>4,412,663</u>	
Total Appropriations	<u>\$ 99,170,021</u>	

2. That this Ordinance shall be known and cited as the 2001-02 School Fund Appropriation Ordinance; and

3. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting the annual School Food Service Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That all money that shall be paid into the City Treasury for the School Food Service Fund in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a School Food Service Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Grants-in-Aid Commonwealth	\$ 84,464
Grants-in-Aid Federal Government	2,891,594
Charges for Services	<u>1,545,256</u>
Total Revenues	<u>\$ 4,521,314</u>

Appropriations

Food Services	<u>\$ 4,521,314</u>
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Total Appropriations \$ 4,521,314

2. That this Ordinance shall be known and cited as the 2001-02 School Food Service Fund Appropriation Ordinance; and

3. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting a portion of the annual Grant Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1.

That the money that shall be paid into the City Treasury for the Grant Fund for the Virginia Juvenile Community Crime Control Act in the fiscal year beginning July 1, 2001, and ending June 30, 2002, shall constitute a portion of the Grant Fund and that as much of the same as may be necessary be, and the same is hereby appropriated to the following uses and purposes, to-wit:

Revenues

Virginia Juvenile Community Crime Control Act (VJCCCA) \$ 317,926

Total Revenues \$ 317,926

Appropriations

Specialized Probation Supervision - Court Services Unit	\$ 41,052
Substance Abuse Services - Court Services Unit	54,095
Enhanced Community Services - Court Services Unit	94,632
Intensive Supervision - Court Services Unit	<u>128,147</u>

Total Appropriations \$ 317,926

2. That all salaries and wages covered by the Pay Plan, paid from the appropriations herein, shall be paid in accordance with the provisions thereof;
3. That this Ordinance shall be known and cited as the 2001-02 Grant Fund Appropriation Ordinance; and
4. That in order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this Ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to adopt and establish a Pay Plan for officers and employees of the City effective July 1, 2001; providing for certain salary adjustments and merit increases; authorizing annual salary increments for certain officers and employees for use of private motor vehicles; authorizing annual salary increments for sworn police officers assigned to the Criminal Investigation Division; authorizing annual salary increments for certain members of the Fire-Emergency Medical Services Department who are certified as Emergency Medical Technicians; authorizing annual salary increments for certain members of the Fire-Emergency Medical Services Department who are members of the Regional Hazardous Materials Response Team; providing for continuation of a police career enhancement program; providing for continuation of a Firefighter/Emergency Medical Technician merit pay program; providing for payment of a monthly stipend to certain board and commission members; repealing

Ordinance No. 34794-050900, adopted May 9, 2000, to the extent of any inconsistency; and providing for an emergency and effective date.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. Pursuant to ' 2-69, Code of the City of Roanoke (1979), as amended, there is hereby adopted by the Council and made applicable to all classified officers and employees of the City on July 1, 2001, the Pay Plan hereinafter set out in its entirety, which shall read and provide as follows:

CITY OF ROANOKE, VIRGINIA

PAY PLAN

July 1, 2001

Minimum Annual Salary	Pay Grade	Maximum Annual Salary
\$16,440.32	04	\$24,660.48
17,262.44	05	25,893.66
18,556.46	06	27,834.82
19,989.58	07	29,984.50
22,085.70	08	33,128.68
24,404.12	09	36,606.18
26,968.50	10	40,452.88
28,868.32	11	43,302.48
32,187.74	12	48,281.74
35,890.14	13	53,835.34
40,016.60	14	60,024.90
44,618.86	15	66,928.42
50,400.22	16	75,600.46
	17	

56,196.14		84,294.34
	18	
62,658.44		93,987.66
	19	
70,731.44		106,097.16
	20	
78,865.54		118,298.44
	21	
87,935.12		131,902.68

2. The Pay Plan adopted by this Ordinance shall remain in effect until amended by Council.

3. Pursuant to ' 2-68, Code of the City of Roanoke (1979), as amended, effective July 1, 2001, the City Manager shall promulgate and cause to be distributed among the officers and employees of the City a Classification Plan, consisting of a plan of classification assigning a pay grade and pay range in accordance with this Ordinance and class code to each position in the classified service of this City.

4. Merit increases, generally in the amount of three and one-half percent (3.5%) of the employees= current base salary, shall be accorded officers and employees achieving satisfactory merit evaluations. For officers and employees appointed or hired after July 1, 2000, merit increases shall be prorated based on number of pay periods served pursuant to policies and procedures promulgated by the City Manager.

5. If, after any applicable salary increases provided for in this Ordinance, any officer's or employee's salary is below the applicable minimum for his pay range, such officer's or employee's annual base salary shall be adjusted to the applicable minimum.

6. Annual salary increments payable on a bi-weekly basis are provided for the hereinafter set out job classifications which require the incumbent to privately own or lease a motor vehicle routinely used in the course of conducting City business as follows:

<u>POSITION TITLE</u>	<u>ANNUAL SALARY INCREMENT</u>
Appraiser I	\$ 1,620.00
Appraiser II	\$ 1,620.00

<u>POSITION TITLE</u>	<u>ANNUAL SALARY</u>
<u>INCREMENT</u>	

Assistant City Managers	\$ 1,800.00
(unless City Manager has assigned a City vehicle to the individual Assistant)	
Assistant Director of Civic Facilities	\$ 990.00
City Attorney	\$ 2,000.00
City Clerk	\$ 2,000.00
Community Relations Coordinator	\$ 1,080.00
Deputy Director of Real Estate Valuation	\$ 1,620.00

Director of Civic Facilities	\$ 990.00
Director of Finance	\$ 2,000.00
Director of Human Services/Social Services	\$ 990.00
Director of Real Estate Valuation	\$ 2,000.00
Municipal Auditor	\$ 2,000.00
Senior Appraiser	
	\$ 1,620.00
Senior Tax Compliance Administrator	\$ 1,300.00
Youth Services Planner	\$ 900.00

If the requirement that any of the foregoing officers or employees own or lease a motor vehicle for routine use in the conduct of City business should be eliminated, then the salary increment established by this Ordinance shall be terminated as of the date of elimination of such requirement.

7. In order to equitably compensate sworn police officers assigned to the Criminal Investigation Division and in lieu of provision by the Police Department of uniforms and accessories, each such officer shall be accorded an annual salary increment of \$600.00 payable on a bi-weekly basis as a uniform allowance.

8. Each employee of the Fire-Emergency Medical Services Department hired by the City as a Firefighter prior to April 18, 1991, who has received Emergency

Medical Technician certification and actively participates in the City's First Responder Program shall be accorded an annual salary increment of \$1,200 payable on a bi-weekly basis.

9. Each employee of the Fire-Emergency Medical Services Department who has been certified to either the Specialist or Technician level for the handling of hazardous materials and who is a member of the Regional Hazardous Materials Response Team shall be accorded an annual salary increment of \$1,200 payable on a bi-weekly basis.

10. The City Manager is authorized to continue a police career enhancement program to provide pay incentives to police officers below the supervisory level. Such program may include consideration for training, formal education, experience, and specialized assignments. The annual pay supplement shall range from \$902 to \$4,024 payable on a bi-weekly basis.

11. The City Manager is authorized to continue a merit pay program for Firefighter/Emergency Medical Technicians who attain a cardiac technician certificate. The annual pay supplement shall be in the amount of \$1,769 payable on a bi-weekly basis. If a qualified employee is receiving an EMT stipend, pursuant to the provisions of Paragraph 8, above, then the employee shall, in addition to the EMT stipend, receive the difference between such stipend and the merit pay authorized hereby.

12. Effective July 1, 2001, a pay stipend of \$100 per month, or \$1,200

annually, paid bi-weekly, shall be awarded to members of the City Planning Commission and the Board of Zoning Appeals upon attainment of certification through the Virginia Certified Planning Commissioner Program and the Virginia Certified Board of Zoning Appeals Program, respectively. New appointees will be required to attain certification within one year of the date of appointment

13. When any salary increase provided in paragraphs 4, 10 or 11 of this Ordinance would cause an officer or employee to exceed the maximum annual pay range applicable to such officer's or employee's position, such officer or employee shall receive a salary increase only in such amount as will not exceed the maximum pay range for such officer's or employee's position.

14. To the extent of any inconsistency, Ordinance No. 34794-050900, adopted May 9, 2000, is hereby REPEALED.

15. Any increase in compensation due to any officer or employee as of July 1, 2001, under this ordinance shall be first paid with the paycheck of July 3, 2001.

16. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing and approving the establishment of a new position entitled Assistant Deputy Clerk in the Office of the City Clerk; providing for an effective date; and providing for an emergency.

WHEREAS, the City Clerk, pursuant to ' 24 of the Roanoke City Charter, may appoint a Deputy City Clerk and such number of assistants as may be provided for by ordinance.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. A new position, entitled Assistant Deputy Clerk, is hereby established and approved for the Office of City Clerk.
2. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect on and after July 1, 2001.

ATTEST:

City Clerk.



**HARRIS
35298**

***ROANOKE CITY COUNCIL
REGULAR SESSION***

***MAY 7, 2001
12:00 NOON***

***CLARION HOTEL ROANOKE AIRPORT
2727 FERNDAL DRIVE, N. W.***

AGENDA FOR THE COUNCIL

**The Mayor and Members of Roanoke City Council welcome all participants
in 2001 Student Government Day activities.**

Call to Order--Roll Call. All Present.

The invocation was delivered by Christin Richardson, Roanoke Catholic High School, Student Mayor.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Smith.

**THE MEETING OF ROANOKE CITY COUNCIL WAS DECLARED
IN RECESS AT 12:20 P.M., TO BE RECONVENED AT 3:15 P.M., IN
THE ROANOKE CITY COUNCIL CHAMBER, 215 CHURCH
AVENUE, S. W., ROANOKE, VIRGINIA.**



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***MAY 7, 2001
3:15 P.M.***

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call. All Present.

The Invocation was delivered by The Reverend E. M. Mitchell, Pastor, Emmanuel Tabernacle Baptist Church, Moneta, Virginia.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

NOTICE:

Meetings of Roanoke City Council are televised live on RVTv Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, May 10, 2001, at 7:00 p.m., and Saturday, May 12, 2001, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE NOW PROVIDES THE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT www.roanokegov.com, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

Election to fill two vacancies on the Roanoke City School Board for terms of three years each, commencing July 1, 2001, and ending June 30, 2004. Applicants are:

Gary M. Bowman
Melvin W. Garrett
Melinda J. Payne
William E. Skeen
Ruth C. Willson

Melinda Payne and Ruth Willson were reappointed as Trustees of the Roanoke City School Board for terms commencing July 1, 2001, and ending June 30, 2004.

File #15-110-467

PRESENTATIONS:

Proclamation declaring Saturday, May 12, 2001, as Letter Carriers' Food Drive Day in the City of Roanoke.

File #3

Proclamation declaring the week of May 10 - 13, 2001, as National Historic Preservation Week in the City of Roanoke.

File #3-216

Presentation with regard to National Preservation Week. D. Kent Chrisman, Executive Director, History Museum and Historical Society of Western Virginia, Spokesperson.

File #80-216

PUBLIC HEARINGS:

Public hearing to receive comments with regard to a proposal of the City of Roanoke to provide office space, equipment rooms, storage space, locker and training rooms, coaches' and trainers' offices and 50 parking spaces to Arena Ventures, LLC, in connection with a license agreement between the City of Roanoke and Arena Ventures, LLC, involving the use of the Roanoke Civic Center Coliseum, for a period of five years, with up to a five year renewal, upon mutual agreement of the parties. Darlene L. Burcham, City Manager.

Adopted Ordinance No. 35298-050701 (7-0)

File #192-322

2.

CONSENT AGENDA

The Mayor relinquished the Chair to the Vice-Mayor due to a conflict of interest in connection with Item C-4.

(Approved 6-0, Mayor Smith abstained from voting.)

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 Minutes of the regular meetings of Roanoke City Council held on Monday, October 2, 2000; and Monday, April 16, 2001, which meeting was reconvened on Thursday, April 19, 2001, for Roanoke City School Board interviews.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concur in request to convene in Closed Meeting.

Withdrawn by the Mayor.

- C-3 A communication from Samuel G. Oakey, III, tendering his resignation as a member of the Special Events Committee.

RECOMMENDED ACTION: Receive and file communication and accept the resignation.

File #110-317

- C-4 A communication from the City Manager recommending that a public hearing be advertised, in connection with granting a revocable license to Burton Electric Signs, on behalf of First Citizen Bank, 110 Church Avenue, S. W., to allow installation of a sign encroaching approximately 18 inches into the right-of-way of Church Avenue.

RECOMMENDED ACTION: Concur in recommendation.
File #107-322-169

- C-5 Qualification of the following persons:

James P. Armstrong as a member of the Roanoke Neighborhood Partnership Steering Committee to fill the unexpired term of Mark E. Petersen, ending November 30, 2001;

File #15-110-488

William White, Sr., to fill the unexpired term of James D. Ritchie, resigned, ending April 8, 2003; C. Clark Jones for a term ending September 18, 2003; and Raymond D. Smoot, Jr., for a term ending February 24, 2005, as Commissioners of the Hotel Roanoke Conference Center Commission; and

File #15-110-247

Bob R. Caudle as a member of the Roanoke Neighborhood Partnership Steering Committee for a term ending November 30, 2003.

File #15-110-488

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

3. HEARING OF CITIZENS UPON PUBLIC MATTERS: NONE.

4. PETITIONS AND COMMUNICATIONS: NONE.

5. REPORTS OF OFFICERS:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. A communication recommending adoption of a policy with regard to the sale of land in City-owned watersheds.

Tabled.

2. A communication recommending acceptance of bids submitted by Magic City Motor Corporation for furnishing and delivering utility vehicles and pickup trucks, in the amount of \$109,081.00; and appropriation of funds in connection therewith.

Adopted Budget Ordinance No. 35299-050701 and Resolution No. 35300-050701. (7-0)

File #5-32-60-111-270-472

3. A communication recommending execution of Change Order No. 1 to the contract with Allegheny Construction Co., Inc., for the grading of Tract D at the Roanoke Centre for Industry and Technology, in the amount of \$868,500.00; and transfer of funds in connection therewith.

Adopted Budget Ordinance No. 35301-050701 and Ordinance No. 35302-050701. (7-0)

File #60-207

4. A communication recommending issuance of Change Order No. 11 to the contract with Thor, Inc., to provide for a change of the communication/data network system for the New Police Building Project, in the amount of \$30,081.00 and 12 additional calendar days of contract time.

Adopted Ordinance No. 35303-050701. (7-0)

File #5-60-472

5. A communication recommending execution of an agreement with the U. S. Army Corps of Engineers to provide Phase III Water Resources Planning - Digital Mapping products and services to the City, in the amount of \$118,000.00; and appropriation of funds in connection therewith.

**Adopted Budget Ordinance No. 35304-050701 and Resolution No. 35305-050701. (7-0)
File #60-468-159**

6. A communication recommending execution of a contract with Stearns and Wheler, LLC, for provision of engineering services in connection with evaluation and recommendations for interim improvements to the City's Regional Water Pollution Control Plant, in the amount of \$342,681.00.

**Adopted Budget Ordinance No. 35306-050701 and Resolution No. 35307-050701. (7-0)
File #60-468**

7. A communication with regard to opposing adoption of the proposed new National Fire Protection Association 1710 and 1720 standards.

**Adopted Resolution No. 35308-050701. (4-3, Council Members Hudson, Wyatt and Bestpitch voting no.)
File #70**

b. CITY ATTORNEY:

1. A report transmitting an ordinance authorizing amendments to certain sections of the Code of the City of Roanoke (1979), as amended, in connection with merging the Roanoke Arts Commission with the Cultural Services Committee, effective July 1, 2001.

**Adopted Ordinance No. 35309-050701. (7-0)
File #24-230-394**

c. DIRECTOR OF FINANCE:

1. Financial report for the month of March 2001.

Received and filed.

6. REPORTS OF COMMITTEES:

- a. A communication from Council Member W. Alvin Hudson, Jr., City Council's representative to the Roanoke Valley Cable Television Committee, transmitting the Roanoke Valley Cable Television Annual Budget for Fiscal Year 2001-02, totaling \$269,616.00, with the City's contribution totaling \$148,289.00.

Adopted Resolution No. 35310-050701. (7-0)

File #60-448

- b. A report of the Bid Committee recommending award of a contract to U. S. Filter Wastewater Group, Inc., to provide pilot testing and detailed shop drawings for the proposed membrane filtration system at the Crystal Spring Water Treatment Plant, in the amount of \$320,063.40; appropriation of funds in connection therewith; and a statement of concurrence by the City Manager in the recommendation. Council Member W. Alvin Hudson, Jr., Chair.

Adopted Budget Ordinance No. 35311-050701, Resolution No. 35312-050701, and Ordinance No. 35313-050701. (7-0)

File #53-60-468

- c. A report of the Bid Committee recommending award of a contract to Harris Office Furniture Co., Inc., for purchase and installation of furniture and equipment for the New Police Building located at 348 West Campbell Avenue, in the amount of \$229,786.00; and a statement of concurrence by the City Manager in the recommendation. Council Member W. Alvin Hudson, Jr., Chair.

Adopted Resolution No. 35314-050701. (7-0)

File #5-472

- d. A report of the Bid Committee recommending award of a contract to Corfu Contractors, Inc., to paint the exterior and interior of the 1,000,000 gallon Parkway standpipe potable water tank (between Falling Creek Treatment Plant and the Town of Vinton), in the amount of \$147,500.00 and 60 consecutive calendar days of contract time; transfer of funds in connection therewith; and a statement of concurrence by the City Manager in the recommendation. W. Alvin Hudson, Jr., Chair.

Adopted Budget Ordinance No. 35315-050701 and Ordinance No. 35316-050701. (7-0)
File #60-468

- e. A report of the Bid Committee recommending award of a contract to H. & S. Construction Co. for improvements and signalization at Hollins Road/Liberty Road, in the amount of \$89,681.06 and 100 consecutive calendar days of contract time; transfer of funds in connection therewith; and a statement of concurrence by the City Manager in the recommendation. W. Alvin Hudson, Jr., Chair.

Adopted Budget Ordinance No. 35317-050701 and Ordinance No. 35318-050701. (7-0)
File #20-60-264-514

7. UNFINISHED BUSINESS: NONE.

8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A Resolution authorizing the City Manager to submit an approved Annual Update to the Consolidated Plan for FY 2001-2002 to the United States Department of Housing and Urban Development (HUD) for final review and approval, and authorizing execution of the appropriate documents for the acceptance of such funding.

Adopted Resolution No. 35319-050701. (7-0)
File #60-178-236

- b. An Ordinance changing the rate structure and establishing a revised rate schedule for septic tank disposal fees and for certain water rates and related charges for services provided by the City effective August 1, 2001; and directing amendment of the Fee Compendium.

**Adopted Ordinance No. 35320 on its first reading. (6-1, Council Member Wyatt voting no.)
File #60-289-468**

- c.(1) A Resolution amending the City's Fee Compendium to provide for new and revised application, permit, inspection and plan review fees in order to update current fees and promote uniformity with fees charged by the City and surrounding localities.

**Adopted Resolution No. 35321-050701. (7-0)
File #24-60-289**

- (2) An Ordinance amending and reordaining Section 20-33.1, Same-Requirements; obtaining license plate, tag or decal a condition precedent to discharge of violation, of the Code of the City of Roanoke (1979), as amended, the amended section to provide for the increase of certain penalties for unlawful parking within the City of Roanoke; and providing for an emergency and for an effective date.

**Adopted Ordinance No. 35322-050701. (5-2, Council Members Hudson and Wyatt voting no.)
File #20-24-60-289**

- (3) An Ordinance amending and reordaining Section 20-89, Penalties for unlawful parking, of the Code of the City of Roanoke (1979), as amended, the amended section to provide for the increase of certain penalties for unlawful parking within the City of Roanoke; and providing for an emergency and for an effective date.

**Adopted Ordinance No. 35323-050701. (5-2, Council Members Hudson and Wyatt voting no.)
File #20-24-60-289**

- d. An Ordinance amending and reordaining Section 32-190, Levied; amount, Code of the City of Roanoke (1979), as amended, to provide for an increase in the cigarette tax rate from \$.0085 per cigarette to \$.0135 per cigarette; providing for an effective date of July 1, 2001, and dispensing with the second reading of this ordinance.

Adopted Ordinance No. 35324-050701. (6-1, Mayor Smith voting no.)

File #24-60-79

- e. An Ordinance amending and reordaining Section 32-240, Levied; rate, Code of the City of Roanoke (1979), as amended, to establish a new transient occupancy tax rate; and providing for an effective date; and providing for an emergency.

Adopted Ordinance No. 35325-050701. (6-1, Mayor Smith voting no.)

File #24-60-79

- f. A Resolution electing to provide the Enhanced Health Insurance Credit Program as provided in Section 2.1-20.1:7(b), Code of Virginia (1950), as amended, for eligible current and future sheriffs and employees of such sheriffs, when retired, as provided in Article 5, Chapter 1 of Title 51.1, Code of Virginia.

Adopted Resolution No. 35326-050701. (7-0)

File #58-60-121-429

- g. An Ordinance amending Section 22.1-5.1, Retirement supplement, of Chapter 22.1, Pensions and Retirement, of the Code of the City of Roanoke (1979), as amended; providing for an effective date; and providing for an emergency.

Adopted Ordinance No. 35327-050701. (7-0)

File #24-60-184-429

- h. An Ordinance providing for certain supplemental benefits under the City of Roanoke Pension Plan to certain members of such Plan and certain of their surviving spouses; providing for an effective date; and providing for an emergency.

Adopted Ordinance No. 35328-050701. (7-0)
File #60-429

- i. A Resolution relating to payment of a matching contribution of not less than \$5.00 nor more than \$25.00 to the International City Management Association Retirement Corporation Deferred Compensation Plan on behalf of any non-temporary employee of the City who makes a contribution of an equal amount on his or her own behalf to such Plan; and repealing Resolution No. 34797-050900, adopted May 9, 2000.

Adopted Resolution No. 35329-050701. (7-0)
File #60-184-429

A certificate of the Director of Finance advising that funds required for the 2001-2002 General Fund, Water Fund, Sewage Treatment Fund, Civic Center Fund, Transportation Fund, Capital Projects Fund, Department of Technology Fund, Materials Control Fund, Management Services Fund, Fleet Management Fund, Risk Management Fund, School Fund, School Food Service Fund and Grant Fund budgets will be available for appropriation.

Received and filed.
File #1-60

- j. An Ordinance adopting the annual General Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35330-050701. (6-0, Council Member Wyatt abstained from voting.)
File #60

- k. An Ordinance adopting the annual Water Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35331-050701. (6-1, Council Member Wyatt voting no.)
File #60-468

- l. An Ordinance adopting the annual Sewage Treatment Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35332-050701. (7-0)
File #27-60

- m. An Ordinance adopting the annual Civic Center Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35333-050701. (7-0)
File #60-192

- n. An Ordinance adopting the annual Transportation Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35334-050701. (7-0)
File #60-331

- o. An Ordinance adopting the annual Capital Projects Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35335-050701. (7-0)
File #60-217

- p. An Ordinance adopting the annual Department of Technology Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35336-050701. (7-0)
File #60-301

- q. An Ordinance adopting the annual Materials Control Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35337-050701. (7-0)
File #45-60

- r. An Ordinance adopting the annual Management Services Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35338-050701. (7-0)
File #60-299

- s. An Ordinance adopting the annual Fleet Management Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35339-050701. (7-0)
File #60-361

- t. An Ordinance adopting the annual Risk Management Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

Adopted Budget Ordinance No. 35340-050701. (7-0)
File #60-396

- u. An Ordinance adopting the annual School Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

**Adopted Budget Ordinance No. 35341-050701. (6-0, Council Member Wyatt abstained from voting.)
File #60-467**

- v. An Ordinance adopting the annual School Food Service Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

**Adopted Budget Ordinance No. 35342-050701. (6-0, Council Member Wyatt abstained from voting.)
File #60-467**

- w. An Ordinance adopting a portion of the annual Grant Fund Appropriation of the City of Roanoke for the fiscal year beginning July 1, 2001, and ending June 30, 2002; and declaring the existence of an emergency.

**Adopted Budget Ordinance No. 35343-050701. (7-0)
File #60-236**

- x. An Ordinance to adopt and establish a Pay Plan for officers and employees of the City, effective July 1, 2001; providing for certain salary adjustments and merit increases; authorizing annual salary increments for certain officers and employees for use of private motor vehicles; authorizing annual salary increments for sworn police officers assigned to the Criminal Investigation Division; authorizing annual salary increments for certain members of the Fire-Emergency Medical Services Department who are certified as Emergency Medical Technicians; authorizing annual salary increments for certain members of the Fire-Emergency Medical Services Department who are members of the Regional Hazardous Materials Response Team; providing for continuation of a police career enhancement program; providing for continuation of a Firefighter/Emergency Medical Technician merit pay

program; providing for payment of a monthly stipend to certain board and commission members; repealing Ordinance No. 34794-050900, adopted May 9, 2000, to the extent of any inconsistency; and providing for an emergency and effective date.

Adopted Ordinance No. 35344-050701. (7-0)
File #5-18-60-70-184

- y. An Ordinance authorizing and approving the establishment of a new position entitled Assistant Deputy Clerk in the Office of the City Clerk; and providing for an effective date and providing for an emergency.

Adopted Ordinance No. 35345-050701. (7-0)
File #38-60

9. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.

Council Member Hudson requested a briefing by the City Manager in regard to the City's Pay and Classification Plan.

Council Member Harris called attention to a concern expressed by a citizen with regard to the appearance of unlimited parking along the street that borders River's Edge Sports Complex from Franklin Road to Carilion Roanoke Memorial Hospital. He requested that the matter be referred to the City Manager for investigation and report to Council.

File #21-259

- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED, WITHOUT OBJECTION, IMMEDIATELY, FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

THE MEETING OF ROANOKE CITY COUNCIL WAS DECLARED IN RECESS TO BE RECONVENED ON THURSDAY, MAY 10, 2001, AT 12:00 NOON, FOR THE SECOND LEADERSHIP SUMMIT AT THE BOXTREE LODGE WHICH IS LOCATED OFF OF HARDY ROAD ON HAMMOND DRIVE.